

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
DECEMBER 4, 2017 WORK STUDY MEETING 4:00 P.M.
REVISED TENTATIVE AGENDA**

ROLL CALL:

Supervisor McNamara	_____	Trustee Miller	_____
Clerk Wright	_____	Trustee White	_____
Treasurer Budd	_____	Engineer Potter	_____
Trustee Frazier	_____	Attorney McCauley	_____
Trustee Martin	_____	Secretary Montgomery	_____

PRESENTATION: Presentation by Waste Management on the 5th Amendment to the Van Buren Township-Waste Management Host Community Agreement.

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on Resolution 2017-33 the 5th Amendment to the Van Buren Township-Waste Management Host Community Agreement.
2. Discussion on Resolution 2017-30 the Annual Wayne County Maintenance Permit A-18045.
3. Discussion on Resolution 2017-31 the Annual Wayne County Special Events Permit A-18086.
4. Discussion on Resolution 2017-32 the Annual Wayne County Pavement Restoration Permit A-18100.
5. Discussion on the 1st amendment to the Intergovernmental Agreement between Van Buren Charter Township and the City of Belleville for Emergency Dispatch and Lockup Services.
6. Discussion on the Intergovernmental Agreement between Van Buren Charter Township and the City of Belleville for Fire Protection and Medical Response Services.

PUBLIC COMMENT:

CLOSED SESSION: The Township Board will go into closed session to discuss on-going Police Officers Labor Council (POLC) contract negotiations.

ADJOURNMENT:

NOTICE OF CLOSED SESSIONS
OF THE
CHARTER TOWNSHIP OF VAN BUREN
BOARD OF TRUSTEES
TO BE HELD FOLLOWING
4:00 P.M.
WORK STUDY SESSION
ON MONDAY, DECEMBER 4, 2017
TOWNSHIP HALL
46425 TYLER ROAD
BELLEVILLE, MI 48111

FOR THE PURPOSE OF DISCUSSING:

The Township Board will go into closed session to discuss on-going Police Officers Labor Council (POLC) contract negotiations.

In accordance with the Americans with Disabilities Act, reasonable accommodations can be made with advance notice by calling the Clerk's Office 734.699.8909.

Posted December 3, 2017.

Charter Township of Van Buren

Agenda Item: _____

Work Study: 12-04-17 (Discussion/Presentation) -

Board Meeting: 12-05-17 (Presentation/Public Hearing)

Work Study: 12-18-17 (Continued Discussion)

Board Meeting: 12-19-17

REQUEST FOR BOARD ACTION

Consent Agenda _____

New Business X

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Consideration of Resolution: 2017-33 - the 5 th Amendment to Van Buren Twp. – Waste Management Host-Community Agreement
DEPARTMENT	Supervisor's Office
PRESENTER	Supervisor McNamara
PHONE NUMBER	734.699.8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Matt Best, Sean Bellingham, John Myers

Agenda topic

ACTION REQUESTED	
To consider adoption of Resolution: 2017-33 - the 5 th Amendment to the Van Buren Twp. - Waste Management Host-Community Agreement and authorize Supervisor McNamara and Clerk Wright to execute agreement.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Attached is the 5 th Amendment to the Host-Community Agreement.	
BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	Supervisor McNamara and Clerk Wright to execute agreement.
DEPARTMENT RECOMMENDATION	
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Reviewed
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

CHARTER TOWNSHIP OF VAN BUREN

RESOLUTION 2017 - 33

DECEMBER 5, 2017

A RESOLUTION TO APPROVE THE FIFTH (5TH) AMENDMENT TO THE WASTE MANAGEMENT
HOST COMMUNITY AGREEMENT

THE CHARTER TOWNSHIP OF VAN BUREN (“TOWNSHIP”), WAYNE COUNTY, MICHIGAN,
ORDAINS AND RESOLVES:

WHEREAS, Waster Management of Michigan, Inc. (“WMM”) owns property containing approximately 200 acres on the south side of Van Buren Road east of I-275 and west of Hannan Road, which property is currently utilized as a golf course development (“Expansion Area”); and

WHEREAS, WMM desires to construct and operate a sanitary landfill to be expanded onto the Expansion Area (“Landfill”), to be regulated under Part 115 of the Michigan Natural Resources and Environmental Protection Act, and the rules and regulations promulgated thereunder (“Part 115”), pursuant to the terms of Fifth Amendment to Host Community Agreement between WMM and the Township (“5th Amendment Agreement”); and

WHEREAS, the Landfill will be particularly described in proposed construction plans and other documentation to be provided by WMM to both the Township and the Wayne County Solid Waste Implementation Committee (“Implementation Committee”); and

WHEREAS, a Part 115 construction permit and operating license may not be issued for the Landfill until it is included in the Plan through the amendment procedure set forth in the Plan; and

WHEREAS, the Plan encourages written agreements between applicants for plan amendments and host communities; and

WHEREAS, the 5th Amendment Agreement provides significant and substantial long term economic and public welfare benefit to the Township while preserving the health and safety requirements of the original Host Community Agreement.

THEREFORE IT BE RESOLVED, that the Township Board hereby approves the 5th Amendment Agreement.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk of the Township are hereby authorized to execute the Fifth Amendment Agreement.

CERTIFICATE

Upon the motion by _____, and seconded by _____ the above Resolution was adopted.

The following members voted:

Yeas:

Nays:

Absent/Abstain:

The Supervisor Declared the Resolution Adopted.

Kevin McNamara, Supervisor

Date

Certification of Clerk

I, LEON WRIGHT, Clerk of Van Buren Township, Wayne County, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to approval of the 5th Amendment Agreement, which Resolution was adopted by the Van Buren Township Board at a meeting held on , 2017.

Leon Wright

Date

FIFTH AMENDMENT TO HOST COMMUNITY AGREEMENT

This Fifth Amendment to Host Community Agreement (“Fifth Amendment”) is made and entered into this _____ day of _____, 201_, by and between Van Buren Charter Township (“Township”) a Michigan municipal corporation, and Waste Management of Michigan, Inc., a Michigan corporation (“WMM”) and concerns WMM’s Woodland Meadows Landfill, located in Van Buren Township, Michigan.

1. Statement of Purpose.

A. The parties entered into a Host Community Agreement dated May 10, 1990 (“1990 Agreement”), which document was subsequently amended as follows:

1. September 15, 1992 Amendment to Host Community (“First Amendment”)
2. January 27, 1994 Codicil to Landfill Host Agreement between Wayne County and Waste Management of Michigan, Inc. (“Codicil”)
3. June 10, 1994 Second Amendment to Host Community Agreement (“Second Amendment”)
4. December 20, 1995 Third Amendment to the Host Community Agreement (“Third Amendment”)
5. April 2, 2002 Fourth Amendment to Host Community Agreement (“Fourth Amendment”)

B. The following separate agreements, letters of understanding, Township Resolutions and the like have been entered into and/or adopted by and between the parties:

1. Letter of Understanding Regarding Third Amendment to Host Community Agreement, dated December 15, 1995.
2. Letter from Waste Management to Cindy King, Supervisor, dated August 11, 2003.
3. Letter from Cindy King, Supervisor to Waste Management dated June 7, 2005.
4. Letter from Cindy King, Supervisor to Waste Management dated October 13, 2008.
5. Charter Township of Van Buren Resolution 2008-44.
6. Charter Township of Van Buren Resolution 2010-28.

7. Letter from Waste Management to Paul White, Supervisor, dated August 8, 2011.

The above listed documents shall be collectively referred to as the “Supplemental Documents”, and except as noted in Paragraph 1.3 below, shall be deemed superseded and void in all respects. The Charter Township of Van Buren Resolution 2011-18 shall not be deemed a “Supplemental Document” and shall continue in full force and effect.

C. Unless otherwise provided herein, the 1990 Agreement, as amended by the First Amendment, Codicil, Second Amendment, Third Amendment, Fourth Amendment, all as amended by this Fifth Amendment, shall be collectively referred to as the “Host Agreement”.

D. The terms used but not defined herein shall have the meaning ascribed thereto in the Host Agreement.

E. The parties desire to amend the Host Agreement, in accordance with the terms and conditions set forth herein.

F. The parties intend that, in the event of any inconsistency between the terms of this Fifth Amendment and the prior executed documents, the terms of this Fifth Amendment shall govern.

IN CONSIDERATION of the mutual benefits provided by this Fifth Amendment, the parties agree that the Host Agreement is hereby further amended as follows:

Article I – Amendments to Host Agreement

- 1.1 The following Paragraphs of the Host Agreement shall be deleted in their entirety:

- a. **1990 Agreement**

Paragraph 2 – Effective Date

Paragraph 4 – Township Consent

Paragraph 6 c) – Development of Landfill Facility

Paragraph 7 – Township Not to Object to Permit – second sentence only

Paragraph 8(a) – Free Collection and Disposal (prior to Opening Day)

Paragraph 8(b) – Free Collection and Disposal (after Opening Day) – second sentence only

Paragraph 9 – Reimbursement to Township – fourth sentence only

Paragraphs 10(a), 10(b) – Waste Management Contributions

Paragraphs 11a(b), 11a(c) – Bonding

Paragraph 13(b) – Operation of Landfill Facility – second and third sentence only

Paragraph 13(h) – Operation of Landfill

Paragraph 18(a) – Waste Management’s End-Use Obligations

Paragraph 19 – Commercial Development Property

Paragraph 20a – Tax Guarantee – last sentence only
Paragraph 21 – Deed Restrictions
Paragraph 22 – Adjacent Property Protection
Paragraph 23 – Volume Reduction
Paragraph 24 – Other Landfills
Paragraph 25 – Additional Facilities in the Township and County – delete the following wording in the first sentence: “(1) locate or seek to locate a sanitary landfill as defined in Act 641 or any successor or amendatory Act, within the Township.”
Paragraph 27 - Notices
Paragraph 30(a) – Termination of Waste Management Duties and Obligations
Exhibits “J”, “L”, “M”

b. First Amendment

Paragraph 2 – Disposal
Paragraph 3 – Tax Guarantee – last sentence only
Paragraph 4 – Wetland Permits

c. Codicil – Entire document shall be deemed null and void

d. Second Amendment

Paragraph 2 b)
Paragraph 2 d) (this Paragraph was superseded by Paragraph 3a) of the Third Amendment)
Paragraph 3 a)

e. Third Amendment

Paragraph 2 a)
Paragraph 2 b)
Paragraph 4(a), (b), (d), (e), (f), (g)

f. Fourth Amendment

Paragraph 2.2 (last sentence only)
Paragraph 2.3
Paragraph 2.4
Paragraph 3
Paragraph 4.3
Paragraph 4.6
Paragraph 4.7
Paragraph 4.8

g. **Supplemental Documents** – All documents shall be deemed null and void.

1.2 The following definitions shall be added to Paragraph 1 of the 1990 Agreement:

“Clubhouse” shall mean the golf clubhouse (approximately 10,664 square feet) and cart storage shed (approximately 4,500 square feet) located on the Golf Course Property, including non-exclusive use of adjacent driveways and parking areas, but excluding the service shed that is located off of Hannan Road.

“Clubhouse Lease” shall mean the Agreement for Lease of Real Estate-Land and Building in the form of Exhibit “F” attached hereto.

“Deed Restrictions” shall mean the term “Restrictions”, as defined in the Release of Deed Restrictions in Exhibit “E” attached hereto.

“Effective Date” shall mean the date on which all of the following documents have been adopted, executed and recorded, as required, all in form and content acceptable to WMM, in its sole and reasonable judgment:

- i. this Fifth Amendment is fully executed by the parties and approved by an appropriate Township Resolution of Support in the form of Exhibit “C-1”;
- ii. the Supplemental Documents that are in the form of Township Resolutions are rescinded by adoption by the Township of a Rescinding Resolution in the form of Exhibit “C-2”, which Rescinding Resolution is to be placed in escrow pending receipt of the Letter of Consistency;
- iii. the Deed Restrictions have been removed by means of the Township executing the Release of Deed Restrictions in the form of Exhibit “E” attached hereto and such document is placed in escrow pending receipt of the Letter of Consistency; and
- iv. Wayne County has issued a Letter of Consistency approving the inclusion of the Expansion Area in the Plan.

WMM’s receipt of any and all other required permits, licenses and approvals necessary to conduct operations within the Expansion Area, including wetland permits, air permits, solid waste permits and storm water permits, shall not be deemed a condition for the Effective Date taking place.

“Expansion Area” shall mean the property shown as such in Exhibit “A” attached hereto.

“Golf Course Property” shall mean the property on which the Woodlands of Van Buren Golf Course currently operates.

“Host Agreement” shall mean the 1990 Agreement between the parties, as amended by the First Amendment, Codicil, Second Amendment, Third Amendment and Fourth Amendment, all as amended by this Fifth Amendment.

“Landfill” shall mean Woodland Meadows Landfill, including the Expansion Area, located in Van Buren Township, Michigan.

“Landscaped Buffer Area” shall mean the property shown as such in Exhibit “A”.

“Letter of Consistency” shall mean the letter to be signed by Wayne County confirming the inclusion of the Expansion Area in the Plan.

“MDEQ” shall mean the Michigan Department of Environmental Quality, formerly known as the Michigan Department of Natural Resources, including any successor entity.

“Plan” shall mean the Wayne County Solid Waste Management Plan, as approved by the MDEQ in November 2002, and as may be modified in the future pursuant to any amendment or update process.

“Rescinding Resolution” shall mean the Township Resolution in the form of Exhibit “C-2” attached hereto.

“Reimbursement Agreements” shall mean the agreement to be tendered by WMM to those property owners listed in Exhibit B-2 attached hereto, which agreement shall be in the form set forth in Exhibit “B-1” attached hereto.

“Resolution of Support” shall mean the resolution to be adopted by the Township approving the Landfill Expansion, in the form of Exhibit “C-1” attached hereto.

“Setback Area” shall mean the property shown as such in Exhibit “A”.

“Supplemental Documents” shall mean the documents set forth in Paragraph B of the Statement of Purpose above.

All references to **“Act 641”** shall now refer to Part 115 of the Natural Resources and Environmental Act, Public Act 451 of 1994, MCL 324.11501 et seq., including all applicable rules and regulations promulgated thereunder, all as such may be amended in the future (**“Part 115”**).

1.3 Paragraph 2 of the 1990 Agreement is hereby amended in its entirety and shall read as follows:

“Following execution of the Fifth Amendment, the Township will adopt a Resolution of Support in the form of Exhibit “C-1” attached hereto that approves the use of the Expansion Area

for solid waste landfill purposes (“Expansion Area”). WMM will take appropriate steps to have the Expansion Area included in the Plan by promptly submitting the Resolution of Support to the Wayne County Facility Inclusion Committee under the “Facility Inclusion Process” provisions of the current Plan. While the parties hereto cannot control the timeframe of the approval process, the parties shall exercise best faith efforts to expedite the process. The Township agrees to actively support the inclusion of the Expansion Area throughout the course of the Facility Inclusion Process.

Following Wayne County’s inclusion of the Expansion Area in the Plan and its issuance of a Letter of Consistency, WMM will prepare a construction permit application for the Expansion Area for submittal to the MDEQ. WMM anticipates that MDEQ will need to issue a wetland permit prior to the time MDEQ will issue the construction permit for the Expansion Area.

Pending issuance of the Letter of Consistency the parties shall deposit the Rescinding Resolution and Release of Deed Restrictions in escrow, to be held by either the Township or WMM’s attorney. Such documents shall be released from escrow strictly in accordance with the following:

- i) In the event that the inclusion of the Expansion Area in the Plan and the issuance of the Letter of Consistency do not take place within twenty-four (24) months following the date of execution of this Fifth Amendment, Township shall have the right, in its sole discretion, to terminate this Fifth Amendment in its entirety. Following such termination: a) the Deed Restrictions and the Rescinding Resolution shall be released from escrow and returned to the Township and shall be deemed null and void, b) the Resolution of Support shall be deemed null and void, and c) the Host Agreement and the Supplemental Documents shall be deemed to remain in full force and effect.
- ii) In the event of the inclusion of the Expansion Area in the Plan and the issuance of the Letter of Consistency within the twenty-four month period set forth above, the Rescinding Resolution and the Deed Restrictions shall be released from escrow and shall be deemed in full force and effect, and the Deed Restrictions shall be recorded with the Wayne County Register of Deeds.”

1.4 Paragraph 4 of the 1990 Agreement and Paragraph 2 of the Fourth Amendment are hereby amended in their entirety and shall read as follows:

“The Township will support future WMM applications for permits (including, without limitation, wetland, solid waste, air, storm water, soil erosion and sanitary sewer permits) to expand the Landfill in the Expansion Area, in accordance with the terms of the Host Agreement. The Township will reserve the right to retain an engineering/environmental consultant to review and comment on any plans that WMM submits to MDEQ. Prior to submittal of any such Plans to MDEQ, WMM shall provide a copy to the Township.”

1.5 New Sub-Paragraphs 6 e), f), g) and h) to the 1990 Agreement are hereby added:

“e) The frontage property located along Ecorse Road consist of two areas, that being the Landscaped Buffer Area (shown as such on Exhibit “A”) and Setback Area (shown as such on Exhibit “A”), and solid waste will not be disposed of on either of such areas.

The Setback Area may be used for construction and operation of ancillary facilities in support of Landfill operations, such as sedimentation basins, flares, blower plant, gas plant or storage building. The provisions of Paragraphs 14 and 15 of the 1990 Agreement shall apply to the development of the Setback Area. In addition, WMM shall exercise best faith efforts not to locate sedimentation ponds along Ecorse Road, without the express approval of the Township.

WMM will make the Landscape Buffer Areas along Ecorse Road (approximately 50 feet wide) and I-275 (approximately 25 feet wide) available to the Township for recreational use as a hiking/biking trail. The construction, operation and maintenance of such trails shall be solely at the Township’s expense. While the construction of such a bike/hiking path along Ecorse Road will require securing the approval of the other property owners, WMM agrees that such recreational path may be installed along Ecorse Road if and when all necessary land owner approvals are obtained.

Exhibit “A” is a conceptual drawing, and is subject to minor revisions in the course of the detailed engineering design process.

f) The Landfill height limitations, as set forth in Paragraph 6 b) of the 1990 Agreement, as amended by Paragraph 2 of the Third Amendment, shall remain in effect and shall be applicable to the Expansion Area.

g) WMM will install and maintain landscaping and WMM shall provide regular mowing within the Landscaped Buffer Area, in accordance with plans to be agreed upon by the parties. WMM shall establish a budget of \$350,000 for landscaping purposes within the Expansion Area. During the time Landfill operations are conducted in the Expansion Area, WMM will coordinate all landscaping work; provided however, the Township shall have the right to coordinate any landscaping work within the public rights-of-way. All landscaping plans shall be submitted in advance to the Township for its review and approval.”

h) Subsequent to the Effective Date and prior to the issuance of the MDEQ construction permit for the Expansion Area, WMM may conduct soil borrowing on within the Expansion Area subject to the following: i) WMM shall comply with the provisions of Paragraphs 14 and 15 of the 1990 Agreement, and ii) WMM shall comply with all applicable laws and regulations.

1.6 The second sentence in Paragraph 8(b) of the 1990 Agreement and Paragraph 2(a) of the Second Amendment are hereby amended in their entirety and shall read as follows:

WMM will continue to offer free curbside collection and disposal services (household waste, yard waste, recyclables), in the manner currently being provided to Township

residents, to Township residents for a period of five (5) years from the Effective Date. Following the end of such five (5) year period: i) WMM shall be responsible solely for the cost of solid waste and yard waste disposal services, ii) Township residents or the Township shall be responsible for the cost of curbside collection services (household waste, yard waste, recyclables), and iii) at Township's election: x) WMM shall continue to provide such curbside collection services at rates that are competitive with rates being charged for similar services to residents in Wayne County, or y) Township may secure such curbside collection services pursuant to competitive proposals or a competitive bidding process.

WMM shall make available on a once per year basis, on a date mutually agreed upon by the parties, a space at the Landfill for drop-off of household hazardous wastes by Township residents. While there shall be no charge for the use of such space, payment for the costs for disposal of such household hazardous wastes collected on such drop-off dates shall be as set forth in Paragraph 3a) of the Third Amendment.

1.7 The second paragraph of Paragraph 9 of the 1990 Agreement is hereby deleted, and the following language is added to Paragraph 9 of the 1990 Amendment (as such paragraph was amended by Paragraph 2(e) of the Second Amendment):

“a. The parties previously established the “Opening Day” as such term is used in Paragraph 9 of the 1990 Agreement, as May 1. Commencing and effective on May 1 immediately following the Effective Date, the host fee set forth in Paragraph 9 of the 1990 Agreement (as amended by Paragraph 2(e) of the Second Amendment) will be amended as set forth below.

b. The fee per yardage/tonnage as set forth in Paragraph 9 of the 1990 Agreement (as amended by Paragraph 2(e) of the Second Amendment) shall increase annually at the rate of two percent (2%) per annum.

c. The minimum annual host fee guarantee amount set forth in Paragraph 2e) of the Second Amendment shall continue to apply, and there shall be no annual escalation.

d. The 10 year annual average host fee set forth in Paragraph 2e) of the Second Amendment (as amended by Paragraph 3c) of the Third Amendment) shall continue to apply, and there shall be no annual escalation.

e. No later than thirty (30) days following the Effective Date, WMM shall pay the Township a single lump sum payment in the amount of Eight Million Dollars (\$8,000,000.00).”

1.8 Paragraph 10(c), (d), and (e) of the 1990 Agreement and Paragraph 3(e) of the Third Amendment are hereby amended and restated to read as follows:

“WMM shall provide to the Township on an annual basis, no later than January 31 of each year during the term of the Host Agreement (except as expressly noted otherwise below), the following grants:

- \$100,000.00 Beautification Grant
- \$50,000.00 Environmental Grant
- \$200,000.00 Public Health Grant
- \$15,000.00 Cultural Activities Grant
- \$20,000.00 Senior Center Grant (this grant will commence on the date of execution of the Fifth Amendment, with the initial payment due January 31, 2018)
- \$5,000.00 Service Center Grant (the first payment of this grant shall take place upon execution of this Fifth Amendment, with the initial payment due January 31, 2018, and this grant shall continue in effect following the initial payment solely during the term of the Clubhouse Lease)
- \$250,000 Capital Improvement Grant (this grant will commence on January 31 of the year immediately following the Effective Date).

1.9 Paragraph 11 and Paragraph 11a of the 1990 Agreement are hereby amended by substituting Waste Management, Inc. for Waste Management of North America, Inc. (“WMNA”). Upon execution of this Fifth Amendment, Waste Management Inc. (“WMI”) shall execute a Corporate Guaranty in the form of Exhibit “D” attached hereto. Following WMI’s execution of the Corporate Guaranty, as noted above, WMNA shall be relieved of all future guarantee obligations under the 1990 Agreement. By way of clarification, all references to either “Township” or “Company” as set forth in the Corporate Guarantee shall refer to Van Buren Township. In addition, WMM shall provide a liability insurance policy covering standard form casualty losses arising out of the performance of its obligations hereunder, in an amount not less than One Million Dollars (\$1,000,000.00). The Township shall be named as an additional insured upon any such policy of liability insurance.

1.10 The second and third sentences in Paragraph 13(b) of the 1990 Agreement are hereby amended and restated in their entirety, and shall read as follows:

“(b) Upon execution of the Fifth Amendment, all language in the Host Agreement as well as any prior agreements or understandings of any type or Township Resolutions (including, without limitation, the provisions of the Supplemental Documents) which limit the volumes, sources or types of waste that may be accepted at the Landfill shall be deemed null and void, and the following terms shall govern:

- i) WMM may accept any and all wastes that are currently authorized or may in the future be authorized to be accepted at Michigan Type II landfills, as set forth under Part 115. Woodland Meadows is a Type II landfill and MDEQ has adopted a regulatory scheme under Part 115 that strictly address the handling and disposal of all of these types of non-hazardous waste, and the provisions of Part 115 shall govern in all respects.
- ii) Notwithstanding the above, WMM shall not be permitted to dispose of any non-hazardous or hazardous waste at the Landfill

generated as a by-product of hydraulic fracturing without the express prior approval of the Township.”

- iii) WMM shall manage the Landfill Facility in such a manner as to prevent off-site odors. Such requirements shall particularly apply to the acceptance and disposal of bio-solid materials.

1.11 Paragraph 13(d) of the 1990 Agreement is hereby amended by adding the following sentence:

“Solid waste vehicles shall not access the Landfill off of Ecorse Road, without the prior written approval of the Township.”

1.12 Paragraph 13(h) of the 1990 Agreement is hereby amended in its entirety and shall read as follows:

“WMM will provide the Township, on an annual basis, a report showing the estimated remaining disposal capacity at the Landfill, including an estimate of the number of months of remaining life.”

1.13 Paragraph 18 of the 1990 Agreement, as amended by Paragraph 4 of the Third Amendment and clarified by the Township’s December 15, 1995 Letter of Understanding is hereby amended in its entirety and shall read as follows:

“WMM has provided the Township with an engineering report prepared by Golder and Associates confirming the construction of a ski slope on the closed portion of the Landfill is not practical from an environmental or engineering perspective. As such, WMM is relieved of any obligation to construct such ski slope pursuant to the terms of the Third Amendment. WMM and the Township shall jointly establish an end-use planning committee, on or before five (5) years from the date of closing of the Landfill, to be comprised of WMM and Township representatives, as well as residents. This committee will develop an end-use plan for the closed Landfill that is economically viable and is also viable from an engineering and environmental perspective.” The cost of implementing the end-use plan agreed upon by WMM and the end-use committee and WMM shall be borne by WMM.

1.14 The following Paragraphs 20(g) – (k) shall be added to the 1990 Agreement:

- “(g) WMM may elect to close the Golf Course and Clubhouse at any time following the Effective Date. As such, the Golf Course and Clubhouse shall continue to be operated pending receipt of the Letter of Consistency.
- (h) At any time within six (6) months following the date of closure of the Golf Course and Clubhouse, the Township may elect to enter into the Clubhouse Lease with WMM, in the form of Exhibit “F” attached hereto.

- (i) No later than thirty (30) days from the date of the execution of the Fifth Amendment, WMM will release to the Township all amounts held in the Golf Course escrow account, which account was created under the terms of the 1990 Agreement for the purpose of subsidizing golf fees for residents.
- (j) Upon payment to the Township of the amounts held in the escrow account, as set forth above, WMM shall be relieved of any obligation to make any further contributions to the escrow amount. Provided however, during the period of time in which the Golf Course remains open, WMM shall continue to provide the current subsidies solely for the benefit of Township residents utilizing the Golf Course.
- (k) Beginning as of January 1 in the year in which the Effective Date takes place, the \$200,000.00 annual tax guarantee to the Township called for under Paragraph 20a of the 1990 Agreement, as amended by Paragraph 3 of the First Amendment, shall be eliminated and WMM shall be relieved of any further obligation to provide such annual tax guarantee.”

1.15 Paragraph 21 of the 1990 Agreement is amended in its entirety, and shall read as follows:

“Upon execution of the Fifth Amendment, the Township will execute the Release of Deed Restrictions in the form of Exhibit “E” attached hereto, removing the Deed Restrictions that otherwise restrict specified activities from taking place within the Expansion Area. Such Release of Deed Restrictions shall be held in escrow, pending receipt of the Letter of Consistency, in accordance with the terms of Paragraph 1.3 of the Fifth Amendment. ”

1.16 Paragraph 22 of the 1990 Agreement is hereby amended and restated in its entirety, and shall read as follows:

“No later than thirty (30) days following the Effective Date, WMM will offer to enter into Reimbursement Agreements with those homeowners of the properties listed in Exhibit B-2 attached hereto. A copy of the form Reimbursement Agreement to be presented to such homeowners is attached as Exhibit “B-1”. Following receipt of the Reimbursement Agreement from WMM, these homeowners will have a period of 90 days in which to decide whether or not to enter into such Reimbursement Agreement. If the homeowner so decides, the Reimbursement Agreement will remain in place for the ten (10) year term (commencing on the date of issuance of the solid waste permit by MDEQ), and if the homeowner sells the property during that ten (10) year period, WMM is required to provide the applicable benefits under the Reimbursement Agreement, following which time the Reimbursement Agreement terminates. Under the terms of the Reimbursement Agreement, if the homeowner signs the Reimbursement Agreement and passes away during the course of the ten (10) year term without selling the property, the Reimbursement Agreement will remain in place for the benefit of the homeowner’s heirs for the remainder of the ten (10) year term.”

1.17 Paragraph 26 of the 1990 Agreement is amended and restated in its entirety, and shall read as follows:

“The Host Agreement, as amended by the terms of this Fifth Amendment, shall remain in effect through the period of time in which the Landfill, including the Expansion Area, is accepting solid waste for disposal.”

Article II – General Provisions

2.1 **Ratification.** WMM hereby reaffirms, ratifies and incorporates the terms of the Host Agreement, as amended by the terms of this Fifth Amendment. The terms of the Host Agreement, as amended by the terms of this Fifth Amendment, shall remain in full force and effect.

2.2 **Interpretation.** In the event of any inconsistency between the terms of this Fifth Amendment, the terms of this Fifth Amendment shall govern. It is the intent of the parties that the documents comprising the Host Agreement be read in a consistent manner so as to give full effect to the terms set forth in this Fifth Amendment

2.3 **Notices.** Paragraph 27 of the 1990 Agreement shall be amended and restated in its entirety, and shall read as follows:

Any notice, communication or statement required or permitted to be given under the Host Agreement shall be in writing and shall be deemed to have been sufficiently given when sent, if sent by registered or certified mail, postage pre-paid, return receipt requested, or nationally recognized overnight mail delivery, to the address of the respective party set forth below, and if sent by other means, when delivered to the respective party at the addresses set forth below:

If to the Township:	Township Supervisor Van Buren Township 46425 Tyler Road Belleville, Michigan 48111
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Township Clerk Van Buren Township 46425 Tyler Road Belleville, Michigan 48111
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If to Waste Management of Michigan, Inc. or Waste Management, Inc.	Area President Waste Management of Michigan, Inc. 48797 Alpha Drive, Suite 100 Wixom, Michigan 48393
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Area General Counsel
Waste Management
117 Wentworth Court
Brampton, Ontario L6T5L4
CANADA

The parties hereby execute this Fifth Amendment the day and year first above written.

TOWNSHIP OF VAN BUREN

**WASTE MANAGEMENT OF
MICHIGAN, INC.**

By: _____
Title: Supervisor

By: _____
Title: _____

By: _____
Title: Clerk

11-29-17

LIST OF EXHIBITS

- EXHIBIT "A": Landfill Boundaries
- EXHIBIT "B-1": Reimbursement Agreement
- EXHIBIT "B-2": Eligible Property Owners
- EXHIBIT "C-1": Resolution of Support
- EXHIBIT "C-2": Rescinding Resolution
- EXHIBIT "D": WMI Corporate Guaranty
- EXHIBIT "E": Release of Deed Restrictions
- EXHIBIT "F": Clubhouse Lease

11-29-17

EXHIBIT "A"

LANDFILL BOUNDARIES

EXHIBIT "A"

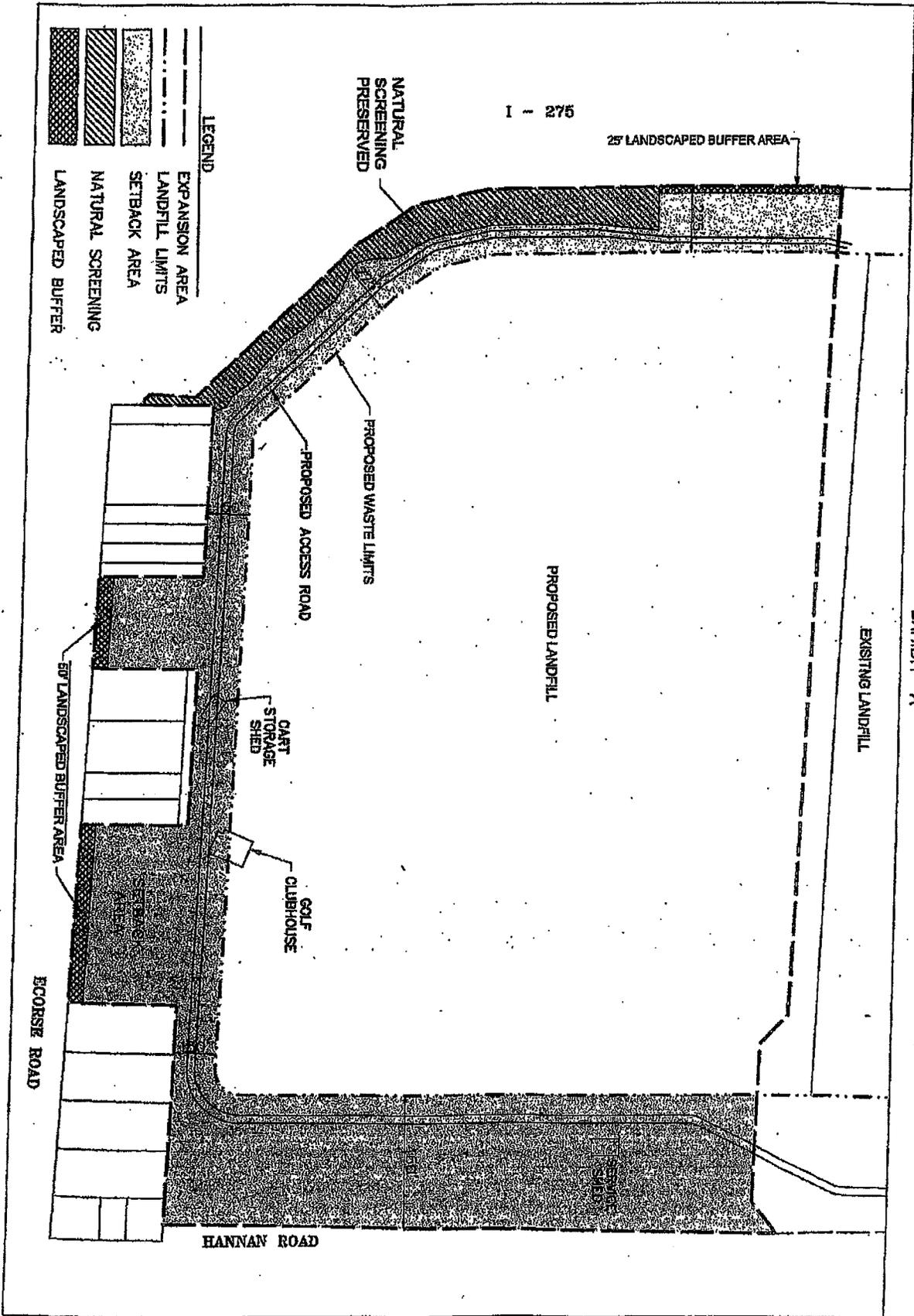


EXHIBIT "B-1"

REIMBURSEMENT AGREEMENT

This Agreement is made as of the ____ day of _____, 201_, by and between Waste Management of Michigan, Inc., a Michigan corporation whose address is 48797 Alpha Drive, Suite 100, Wixom, Michigan 48393 ("WMM"), and _____, whose address is _____ ("Owners").

BACKGROUND

- A. WMM and its affiliated companies are planning to expand a sanitary landfill on certain premises in Van Buren Township, Wayne County, Michigan, which sanitary landfill is commonly known as Woodland Meadows Recycling and Disposal Facility ("Landfill").
- B. Owners are the owners of residential real estate, located in the vicinity of the Landfill, as listed in Exhibit "B-2" attached hereto ("Owners" and "Property", respectively).
- C. WMM wishes to obtain Owners' support for the expansion portion of the Landfill and to provide the assurances to the Owners as indicated below.

THEREFORE, it is hereby agreed as follows:

- 1. **OWNERS' COOPERATION.** In consideration of the agreements and obligations of WMM set forth herein, Owners agree that they will cooperate with WMM in connection with the proposed expansion portion of the Landfill and related improvements in the vicinity of the Expansion Area ("Expansion Area"). Owners will consent to and will not take any action to interfere with, or object to, WMM's obtaining any expansion to any portion of the Landfill, and, if requested by WMM, will attend public meetings in support of the Expansion Area.
- 2. **EFFECTIVE PERIOD.** This Agreement, when signed, shall become effective and binding on the date of execution. The property guarantee provisions of this Agreement shall be in effect for a period of ten (10) years from the date of commencement of construction activities related to the expansion of the Landfill including soil borrowing, in the Expansion Area ("Construction Date"). This ten (10) year period shall be referred to as the "Effective Period".

The reimbursement provisions of this Agreement shall expire and be null and void in the event: i) WMM abandons all efforts to expand the Landfill and no construction related to the expansion of the Landfill has taken place within the Expansion Area or ii) if Owners do not sell the Property by the end of the Effective Period. In the event WMM abandons all efforts to expand the Landfill, it shall provide Owners with notice thereof.

This Agreement shall only apply to "market sales" made by owner-occupants, and

shall not apply to short sales or foreclosure sales.

3. LISTING WITH BROKER. In the event Owners elect to sell their Property during the Effective Period, Owners shall utilize the services of a real estate broker who shall be licensed in Michigan, not related to the Owners and, unless waived by WMM, shall be a member of the Board of Realtors Multiple Listing Exchange. Owners shall give WMM notice of their intent to list the Property for sale as well as the name of the broker with whom they wish to contract, and shall obtain WMM's approval of said broker. WMM will not unreasonably withhold such approval. If WMM objects to the Owners' choice of a broker, WMM shall state those objections, in writing, to Owners. In the event WMM reasonably objects, the Owners shall choose another broker, and proceed as described above. As sellers of the Property, Owners shall be responsible for the broker's fee.

4. DETERMINATION OF APPRAISED VALUE. The listing price for the Property shall be determined by the Owners, but shall not be less than the Appraised Value, as determined in accordance with the provisions of this Paragraph 4, and if applicable, Paragraph 5 herein. For the purposes of this Agreement, a "Qualified Professional Appraiser" shall mean a person who is licensed by the State of Michigan, not related to the Owners, who is not an employee or contractor of WMM or its affiliates and does not otherwise have a business relationship with WMM or its affiliates, and who is a member of at least one national appraisal association. All appraisal reports shall conform to the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Upon receipt of notice from the Owners' of their intention to list the Property for sale, WMM shall secure the services of a Qualified Professional Appraiser, who shall determine the Appraised Value.

When a Qualified Professional Appraiser is hired pursuant to this Paragraph 4 or, if applicable, Paragraph 5, he or she shall be instructed to determine the fair market value of the Property as follows:

- a. Assume the existence of the Landfill, but assume that no landfilling activities were being undertaken or would be undertaken in the expansion portion of the Landfill;
- b. Utilize comparable Property, located a sufficient distance away from the Landfill so that, in the opinion of the appraiser the selling price of that Property was not influenced by the presence of the Landfill;
- c. Utilize comparable Property, located approximately the same distance from major population centers so that in the opinion of the appraiser the selling price of the comparable Property was not influenced by its closer proximity to new or existing population centers;
- d. Establish a fair market value which is based upon the use and zoning classification of the Property on the effective date of the Agreement (without considering sales contingent on rezoning);
- e. Prepare a full narrative appraisal, which conforms to the Code of Professional

Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;

- f. Prepare the appraisal in full compliance with any and all state standards and state regulations which pertain to the preparation of an appraisal of the Property except those standards, and regulations which conflict with these instructions; and
- g. The Qualified Professional Appraiser shall note the condition of the Property, both interior and exterior, at the time of the appraisal.

5. OWNERS RIGHT TO CHALLENGE APPRAISED VALUE. If the Owners do not agree on the Appraised Value of the Property as determined by the Qualified Professional Appraiser secured by WMM, then Owners may elect to hire, at Owners' expense, a second Qualified Professional Appraiser, and shall so notify WMM. If WMM objects to Owners' choice of appraisers, it shall state those objections, in writing, within ten days of the notification of the choice of appraisal, to Owners. In the event WMM reasonably objects, Owners shall choose another Qualified Professional Appraiser, and proceed as described below.

In the event a second Qualified Professional Appraiser is retained, the Appraised Value shall be finally determined by a joint written determination, signed by the two Qualified Professional Appraisers.

6. TERM OF LISTING. Owners shall list the Property within 10 days of Owners' receipt of the Appraised Value (as determined in Paragraphs 4 or 5 above), at a value equal to or in excess of the Appraised Value. **During the listing term, if the Owners refuse to accept: i) any offer of purchase at or above the Appraised Value, or ii) any offer of purchase lower than the Appraised Value, but which WMM advises the Owner to accept, this Agreement shall be deemed null and void.**

Said listing contract shall provide: (a) that the broker shall list the Property in the multiple listing exchange; (b) that the Property will be so listed until the occurrence of either the (i) sale of the Property or (ii) expiration of a period of 270 days; (c) that the broker shall not be entitled to any commission after the expiration of the listing contract.

The Owners shall cooperate with the broker in obtaining a purchaser pursuant to the terms set forth in the listing agreement and shall make, in good faith, all reasonable efforts necessary to conclude a sale pursuant to the said terms.

7. OFFERS TO PURCHASE. The Owners shall accept any offer of purchase at or above the Appraised Value and, in such event, WMM will have no liability to Owners. Owners shall provide WMM with written notification of every Offer to Purchase that they receive for the Property and agree, for a period of 270 days, not to accept any offer below the Appraised Value without the express and written approval of WMM. In no event shall the Owners entertain anything other than good faith, bona fide offers of purchase.
8. WMM'S CONSENT TO PURCHASE. WMM shall have the right to make

counter offers on any offers of purchase which are below the Appraised Value. In the event the Owners accepts any such counter offer made or requested by WMM, or in the event WMM otherwise consents to a sale of the Property below the Appraised Value, the provisions of Paragraph 10 shall apply.

9. SALE WITHOUT WMM'S CONSENT. If the Owners have not received an offer of purchase at or above the Appraised Value within 270 days of listing the Property for sale, or WMM has not consented to the sale of the Property below the Appraised Value during such 270 day period, the Owners may sell the Property at the highest offer of purchase still pending or at the next good faith bona fide offer to purchase. Owners shall notify WMM, in writing, of its intention to accept such offer. In the event Owners elect to pull the Property off the market following the 270 day listing period, this Agreement shall be deemed terminated. If Owners elect to re-list the Property following the 270 day listing period, Owners must do so within 60 days thereafter, or this Agreement shall be deemed terminated.
10. OWNER'S CLAIM. The term "Sales Price" shall be the gross sales price of the Property. If the Sales Price of the Property is less than 150% of the Appraised Value, as determined herein, and Owner reasonably believes that the reason for such lowered value is because of the Property's proximity to the expansion portion of the Landfill, it shall make a claim to WMM, requesting payment for the difference between 150% of the Appraised Value and the Sales Price. Within thirty days of such request, WMM shall pay the Owner the difference.
11. ASSIGNMENT OR TRANSFER. Neither this Agreement nor the rights under it may be assigned, conveyed, or otherwise transferred by Owners. The guarantee given by WMM to guarantee the Property value is personal, and does not run with the land; however, said Agreement shall inure to the benefit of the Owners, their personal representatives, trustees, guardians, custodians or their heirs; but, in all events, shall terminate as set forth in Paragraph 2.
12. APPLICATION OF LAW; DISPUTES. This Agreement shall be construed consistent with law in the State of Michigan. Disputes concerning the application or terms of this Agreement shall be subject to the jurisdiction of the Wayne County Circuit Court.

Executed as of the date first written above.

WITNESSES:

WASTE MANAGEMENT OF MICHIGAN, INC.

By: _____

Its: _____

OWNERS

STATE OF MICHIGAN)
)
COUNTY OF WAYNE) SS

On this ____ day of _____, 201_, personally appeared before me, and being first duly sworn by me, did say that he is the _____ of Waste Management of Michigan, Inc., the corporation named in and which executed the foregoing instrument; and the said acknowledged said instrument on behalf of the corporation.

Notary Public, Wayne County, MI
My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____) SS

On this ____ day of _____, 201_, personally appeared before me, and acknowledged the foregoing instrument.

Notary Public, Wayne County, MI

ATTACHMENT TO REIMBURSEMENT AGREEMENT

Property commonly known as _____, Van Buren Township, Wayne County, Michigan.

Full legal description is as follows:

11-29-17

EXHIBIT "B-2"

ELIGIBLE PROPERTY OWNERS

<u>Parcel Number</u>	<u>Owner's Name</u>	<u>Property Address</u>
83 004 99 0016 700	Ferguson, Dwayne	39810 Ecorse Road
83 004 99 0002 000	Kaminski, Gary	40126 Ecorse Road
83 004 99 0018 700	William, Caleb J.	39750 Ecorse Road
83 004 99 0027	Dingman, Corey and Amy	7328 Hannan Road
83 004 99 0028	Stain, Sharon D.	7346 Hannan Road

EXHIBIT "C-1"

CHARTER TOWNSHIP OF VAN BUREN RESOLUTION

RESOLUTION OF SUPPORT

BE IT RESOLVED, by the Charter Township of Van Buren ("Township")

WHEREAS, Waste Management of Michigan, Inc. ("WMM") owns property containing approximately 200 acres on the south side of Van Born Road east of I-275 and west of Hannan Road, which property is currently utilized as a golf course development ("Expansion Area");

WHEREAS, WMM desires to construct and operate a sanitary landfill to be expanded onto the Expansion Area ("Landfill"), to be regulated under Part 115 of the Michigan Natural Resources and Environmental Protection Act, and the rules and regulations promulgated thereunder ("Part 115"), pursuant to the terms of Fifth Amendment to Host Community Agreement between WMM and the Township;

WHEREAS, the Landfill will be particularly described in a proposed construction plans and other documentation to be provided by WMM to both the Township and the Wayne County Solid Waste Implementation Committee ("Implementation Committee");

WHEREAS, a Part 115 construction permit and operating license may not be issued for the Landfill until it is included in the Plan through the amendment procedure set forth in the Plan;

WHEREAS, the Plan encourages written agreements between applicants for plan amendments and host communities;

THEREFORE BE IT RESOLVED, that the Township consents to be the host municipality for the Landfill;

BE IT FURTHER RESOLVED, that the Township hereby recommends that the Landfill be included in the Plan under the "Fast Track" provisions of the Plan and further recommends inclusion of the Landfill and approval of said Plan by the Michigan Department of Environmental Quality;

BE IT FURTHER RESOLVED, that in consideration of the terms and conditions contained within the Host Community Agreement between the parties, including the Fifth Amendment, the Township hereby waives any and all objections to the siting of the Landfill on the Expansion Area;

BE IT FURTHER RESOLVED, that the Board of Trustees of the Township is hereby authorized to execute the Fifth Amendment, to which this Resolution is attached as Exhibit "C-1";

BE IT FURTHER RESOLVED, that this Resolution is expressly contingent upon execution of the Fifth Amendment and shall not be deemed to take effect until such time as the Fifth Amendment shall be executed;

BE IT FURTHER RESOLVED, that a copy of this Resolution of Support for the Landfill shall be mailed by the Township Clerk to the Wayne County Solid Waste Facility Inclusion Committee, Department of Public Services, 3600 Commerce Court, Building E, Wayne, Michigan 48184, Attention: Director, Land Resources Management Division, as evidence of the Township support of the Landfill expansion.

I hereby certify that the foregoing Resolution was adopted by the Board of Trustees, Charter Township of Van Buren on _____ by action of said Board.

ATTEST

By: _____
Clerk
Charter Township of Van Buren Resolution _____

EXHIBIT "C-2"

CHARTER TOWNSHIP OF VAN BUREN

RESCINDING RESOLUTION

BE IT RESOLVED, by the Charter Township of Van Buren, that Township Resolution 2008-44 and 2010-28, as well as all prior agreements between the Township and Waste Management of Michigan, Inc. (including the "Supplemental Documents", as such term is defined in the Fifth Amendment to Host Community Agreement referenced below ("Fifth Amendment")) that are expressly inconsistent with the terms of the Fifth Amendment, are hereby rescinded;

BE IT FURTHER RESOLVED, that this Rescinding Resolution shall become effective only upon the date that the Expansion Area (as such term is defined in the Fifth Amendment) is included in the Wayne County Solid Waste Plan ("Plan") and a Letter of Consistency is issued by Wayne County, confirming the inclusion of the Expansion Area in the Plan.

I hereby certify that the foregoing Rescinding Resolution was adopted by the Board of Trustees, Charter Township of Van Buren on _____ by action of the Board.

ATTEST

By: _____
Clerk
Charter Township of Van Buren Resolution _____

EXHIBIT "D"

WMI CORPORATE GUARANTY

Guarantee Agreement

This Guarantee Agreement (this "Guarantee"), dated as of _____, 201_, is made and entered into by Waste Management, Inc., a Delaware corporation ("Guarantor").

WITNESSETH:

WHEREAS, Waste Management of Michigan, Inc., a subsidiary of Guarantor (the "WM Subsidiary") has entered into a Host Community Agreement, as subsequently amended (including, without limitation, the Fifth Amendment to Host Agreement) (collectively, the "Agreement") with Van Buren Township (the "Township");

WHEREAS, under the terms of the Agreement, WM Subsidiary and Township have agreed to expand Woodland Meadows Landfill; and

WHEREAS, Guarantor will directly or indirectly benefit from the provisions of the Agreement;

NOW THEREFORE, in consideration of Company entering into the Agreement, Guarantor hereby covenants and agrees as follows:

1. **GUARANTY.** Subject to the provisions hereof, Guarantor hereby irrevocably and unconditionally guarantees the performance of all obligations of the WM Subsidiary, including the payments of monies that may be due and owing under the Agreement ("Obligations") of WM Subsidiary (the "Obligations") to Company under the terms of the Agreement.

2. **DEMANDS AND NOTICE.** If WM Subsidiary fails or refuses to meet any Obligations, Company shall notify WM Subsidiary in writing of the manner in which WM Subsidiary has failed to meet and demand that performance be made by WM Subsidiary. If WM Subsidiary's failure or refusal to perform continues for a period of fifteen (15) days after the date of Company's notice to WM Subsidiary, and Company has elected to exercise its rights under this Guarantee, Company shall make a demand upon Guarantor (hereinafter referred to as a "Demand"). A Demand shall be in writing and shall reasonably and briefly specify in what manner and what amount WM Subsidiary has failed to pay and an explanation of why such payment is due, with a specific statement that Company is calling upon Guarantor to pay under this Guarantee. A Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay the Obligations. A single written Demand shall be effective as to any specific default during the continuance of such default, until WM Subsidiary or Guarantor has cured such default, and additional written demands concerning such default shall not be required until such default is cured.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

(a) it is a corporation duly organized and validly existing under the laws of the State of Delaware and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guarantee;

(b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guarantee; and

(c) this Guarantee constitutes a valid and legally binding agreement of Guarantor, except as the enforceability of this Guarantee may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. SETOFFS AND COUNTERCLAIMS. Without limiting Guarantor's own defenses and rights hereunder, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which WM Subsidiary or any other affiliate of Guarantor is or may be entitled to arising from or out of the Agreement or otherwise, except for defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of WM Subsidiary.

5. AMENDMENT OF GUARANTY. No term or provision of this Guarantee shall be amended, modified, altered, waived, or supplemented except in a writing signed by the parties hereto.

6. WAIVERS. Guarantor hereby waives (a) notice of acceptance of this Guarantee; (b) presentment and demand concerning the liabilities of Guarantor, except as expressly hereinabove set forth; and (c) any right to require that any action or proceeding be brought against WM Subsidiary or any other person, or except as expressly hereinabove set forth, to require that Company seek enforcement of any performance against WM Subsidiary or any other person, prior to any action against Guarantor under the terms hereof.

Except as to applicable statutes of limitation, no delay of Company in the exercise of, or failure to exercise, any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from any obligations hereunder.

Guarantor consents to the renewal, compromise, extension, acceleration or other changes in the time of payment of or other changes in the terms of the Obligations, or any part thereof or any changes or modifications to the terms of the Agreement.

7. NOTICE. Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder by any party to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by certified mail, postage prepaid and return receipt requested, or by telegram or telecopier, as follows:

To Township: Van Buren Township
46425 Tyler Road
Van Buren Township, Michigan 48111
Attn: Supervisor
Fax No. _____

To Guarantor: Waste Management, Inc.
1001 Fannin Street
Houston, Texas 77002
Attn.: General Counsel
Fax No.: (855) 269-1367

Notice given by personal delivery or mail shall be effective upon actual receipt. Notice given by telegram or telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. All Notices by telegram or telecopier shall be confirmed promptly after transmission in writing by certified mail or personal delivery. Any party may change any address to which Notice is to be given to it by giving notice as provided above of such change of address.

8. MISCELLANEOUS. THIS GUARANTEE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. This Guarantee shall be binding upon Guarantor, its successors and assigns and inure to the benefit of and be enforceable by Company, its successors and assigns. Guarantor may assign this Guarantee and be released from its obligations hereunder with the consent of Company, which consent shall not be unreasonably withheld. The Guarantee embodies the entire agreement and understanding between Guarantor and Company and supersedes all prior agreements and understandings relating to the subject matter hereof. The headings in this Guarantee are for purposes of reference only, and shall not affect the meaning hereof. This Guarantee may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

EXECUTED as of the day and year first above written.

WASTE MANAGEMENT, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT "E"

RELEASE OF DEED RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Van Buren Charter Township ("Township"), a Michigan municipal corporation hereby waives, terminates and releases the Restrictions, as such term is set forth below, on the property described in Exhibit "A" attached hereto ("Expansion Area").

Such Restrictions are set forth in the May 4, 1990 Host Community Agreement between the Township and Waste Management of Michigan, Inc. and are exclusively for the benefit of the Township and for no other person or entity. The term "Restrictions" is defined as follows:

"Said property described in Exhibit "A" shall not be used for any landfill or any use or industry which involves the receipt, processing, shipping or handling of any waste materials (whether Act 641, hazardous, or toxic waste, whether solid or liquid in form), as a primary business activity of said use. Whether or not primary in nature, there shall be no landfill or disposal activity permitted on the subject parcel."

The Township has caused this Release to be signed this _____ day of _____, 201_.

TOWNSHIP OF VAN BUREN

By: _____
Title: Supervisor

By: _____
Title: Clerk

STATE OF MICHIGAN)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____, Supervisor of the Township of Van Buren and _____, Clerk of the Township of Van Buren.

Notary Public

[Print or type name]
Acting in _____, County, Michigan
My Commission Expires: _____

Prepared by and after recording return to:
DAVID A. DOMZAL, ATTORNEY AT LAW
535 Griswold Street, Suite 1000
Detroit, MI 48226

11-29-17

EXHIBIT "F"

CLUBHOUSE LEASE

11-29-17

AGREEMENT FOR LEASE OF REAL ESTATE – LAND AND BUILDING

THIS LEASE ("Lease") is made as of the date noted below, by and between Waste Management of Michigan, Inc., a Michigan corporation ("WMM") and Van Buren Charter Township, a Michigan municipal corporation ("Township"), collectively the "parties".

WITNESSETH:

1. PREMISES AND TERM

WMM, for and in consideration of the rents and of the covenants and agreements herein contained, does hereby lease to the Township the following property located at the Woodlands of Van Buren Golf Course: the golf clubhouse (approximately 10,664 square feet) and cart storage shed (approximately 4,500 square feet), including non-exclusive use of adjacent driveways and parking areas but excluding the service shed located off Hannan Road ("Leased Premises"). A sketch of the Leased Premises is attached as Exhibit "1" hereto. The personal property that is subject to this Lease is listed in Exhibit "2" attached hereto.

The term of this Lease shall commence on the date agreed upon by the parties under the terms of the Fifth Amendment to Host Community Agreement previously entered into between the parties. The term of this Lease shall expire on the earlier to occur of the date of: i) the effective date of the Township's written notice of termination of this Lease (Township shall provide a minimum of 30 days prior notice), or ii) December 31, 2040 ("Term").

2. RENT

During the Term, Township hereby covenants and agrees to pay annual rental of One Dollar and 00/100 (\$1.00).

3. OPERATING EXPENSES

Township shall be responsible for all operating expenses associated with the use and occupancy of the Leased Premises, including, without limitation, the following ("Operating Expenses"):

- utilities (electric, gas, water, phone, sewer, internet)
- general liability insurance and automobile liability insurance
- outdoor maintenance, including grounds and landscaping maintenance, snow plowing; and parking lot repair and replacement
- trash disposal and recycling
- cleaning services
- maintenance and repairs, including maintenance and repair of the structural parts of the building and other improvements that are part of the Leased Premises, such as foundations, load bearing and exterior walls, subflooring and roof, window

frames, gutters and downspouts, and heating, ventilating and air conditioning system.

Township shall maintain the Leased Premises in conformance with all Laws (as defined below).

During the term of this Lease, WMM shall provide to Township an annual \$5,000 Service Center Grant. The first payment of this Service Center Grant shall be made upon execution of the Fifth Amendment. For each subsequent year of the Lease term, WMM shall pay the annual Service Center Grant to the Township on the first business day of each calendar year. In all other respects, the Service Center Grant shall continue in effect solely during the Term of this Lease.

4. USE OF PREMISES / ALTERATIONS AND REPAIRS/QUIET ENJOYMENT

Township and all persons claiming by, through or under Township may use and occupy the Leased Premises for any lawful purpose. Township shall maintain, and shall bear the cost of maintaining the Leased Premises in compliance with all Laws (as defined below), governing the conduct of Township's business on the Leased Premises, and WMM shall have no obligation with respect thereto.

The Leased Premises shall not be used for any purpose related to the processing, transfer, storage, recycling or disposal of hazardous waste.

Township may not make any alterations and changes to the Leased Premises without WMM's advance written consent, which consent shall not be unreasonably withheld. If Township shall alter or change the Leased Premises during the term of this Lease, Township shall secure all required governmental approvals and comply with all statutes, ordinances, laws, orders, rules, permits, licenses, regulations and requirements of all applicable federal, state, county and other agencies or authorities now in effect with respect to the use, occupation or alteration of the Leased Premises ("Laws"). All Township's alterations and changes shall be solely at Township's expense.

Township shall vacate and deliver up the Leased Premises upon the expiration of the Term of this Lease, or any renewal thereof, or sooner termination of the term of this Lease, in substantially the same condition as received, reasonable wear and tear excepted. Also excepted are any modifications that WMM has approved hereunder.

During the term of this Lease, Township shall keep, afford and allow access to WMM to the Leased Premises at all reasonable times.

WMM shall provide Township quiet enjoyment of the Leased Premises, and shall not unreasonably interfere with Township's use of the Leased Premises as a result of WMM's

operation of the Landfill (including, with limitation, the generation of noise and odors) in proximity to the Leased Premises.

Subject to the terms hereof, particularly the provisions of Paragraph 8 granting WMM the prior right to approve or reject the Township's transfer, assignment etc. of any Lease rights, the Township may sublease, assign, offer concession rights, and so forth, and Township shall be entitled to all proceeds received as a result hereof.

5. CASUALTY

It is understood and agreed that if the Leased Premises hereby leased are damaged or destroyed in whole or in material part such that Township cannot reasonably continue its business operations, by fire or other casualty during the term hereof, the Township will repair and restore the same to good tenable condition within 90 days, to the extent practicable, Township shall be entitled to all insurance proceeds, and the Rent herein provided for shall abate entirely in case the entire Leased Premises are untenable and pro rata for the portion rendered to a tenable condition. The foregoing notwithstanding, in the event of a fire or other casualty, Township shall have the option of assigning all insurance proceeds (other than as relates to personal property or business interruption insurance) to WMM and terminating this Lease upon written notice to the WMM, at which time the parties shall be relieved from all further obligations hereunder.

6. INSURANCE

Each of the policies required in this Section 6 may not be cancelled, terminated or reduced by Township without first giving at least thirty (30) days' prior written notice to the WMM. All coverage shall be provided by insurance companies acceptable to WMM having a AM Best Rating of B++ or better,

Township shall carry and maintain the following types of insurance with respect to the Leased Premises and shall name WMM as an additional insured under said insurance for policies (i) through (iv).

Broad form Commercial General Liability insurance policy with a policy limit of \$1,000,000 per occurrence, \$5,000,000 in the aggregate.

Excess liability insurance, with a minimum policy limit of \$5,000,000 per occurrence and in the aggregate.

Automobile, automobile liability insurance for each automobile owned or leased by Township, with a \$1,000,000 per occurrence policy limit.

Workers' Compensation/Employer's Liability with statutory coverage with a \$500,000/accident, \$500,000/Disease-Policy, \$500,000/Disease-per employee.

Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits as Township deems appropriate, for Township's personal property located in or on the Leased Premises.

Pollution Legal Liability in an amount not less than \$1,000,000.00.

Endorsements

The commercial general liability insurance policy and the excess liability policy shall include the Insurance Services Office Form CG 2011 0196 "Additional Insured-Manager or Lessors of Premises" endorsement, naming WMM as Additional Insured.

The General Liability and Automobile Liability policies required in Section 6.2 shall include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If the WMM has other insurance which is applicable to the loss on a contributing, excess or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance carried by the additional insured shall be excess and non-contributing with the insurance provided by the Township."

Certificates. Township shall provide WMM with certificates of insurance evidencing the existence of the coverages described above during all periods which Township has possession of or is using the Leased Premises. Township shall not be released from any liability whatsoever if Township fails to maintain the coverages described above. Township shall not be entitled to possession of the Leased Premises for any period during which Township is not covered by the required certificates of insurance. The failure to provide acceptable certificates of insurance shall be deemed a default but such failure to provide acceptable certificates of insurance shall in no way be deemed a waiver of any insurance requirement.

WMM Right to Obtain. In the event Township fails to obtain, pay for and maintain any insurance required herein, WMM may, but shall not be obligated to, obtain and maintain such insurance coverage. All premiums paid by WMM shall be deemed Additional Rent hereunder, and shall be paid by Township to WMM upon demand. In addition, WMM may recover from Township, and Township agrees to pay as Additional Rent to WMM, any and all reasonable expenses (including attorneys' fees) and damages which WMM may have sustained by reason of the failure of Township to obtain and maintain such insurance, it being expressly declared that the expenses and damages of WMM shall not be limited to the amount of premiums thereon.

7. INDEMNIFICATION

Township, to the extent allowed by applicable law, agrees to defend, indemnify and save the WMM harmless from and against any and all liability, loss, damage, Environmental Damages (as defined herein) and expense (including reasonable attorneys' fees) and from and against any and all suits, claims and demands of every kind and nature, made by or on behalf of any and all persons, firms or corporations, and arising out of or based upon any accident, injury, loss or damage, however occurring, which happens in, on or about the Leased Premises or entrances thereto during the term of this Lease due to Township's negligence or arising out of any breach or default on the part of the Township in the performance or observance of any covenant or agreement on the part of the Township to be performed or observed pursuant to the terms of this Lease. Nothing in this section shall obligate Township to indemnify WMM from liability resulting from WMM's negligence, willful misconduct or breach of WMM's obligations under this Lease, nor any Environmental Damages that may be attributable to any violation of Laws associated with WMM's prior operation of the Leased Premises.

WMM agrees to give Township prompt written notice of any claims or demands against the WMM arising out of or based upon any of the liabilities, losses or expenses against which Township is bound to defend, indemnify and save harmless the WMM. Township shall have full control over any claim or litigation, and WMM shall reasonably cooperate with Township in such efforts.

8. ASSIGNMENT AND SUBLETTING

Township shall not have the right to assign, sublet, mortgage, pledge or otherwise transfer this Lease without the prior written consent of WMM. Any such permitted assignment shall be in writing, and the assignee shall assume and agree to observe and perform all of the obligations and duties of Township under this Lease. Such permitted assignment shall not relieve Township of its obligations under this Lease.

9. FIXTURES AND SIGNAGE

All buildings and improvements on the Leased Premises and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and other articles of personal property used in the operation of such buildings attached to the Leased Premises, sometimes herein referred to as, "Building Fixtures", if any, shall be and remain a part of the Leased Premises, subject to WMM repair or replacement as set forth above, and shall constitute the property of the WMM. Trade fixtures shall be and remain the property of the Township and may be removed from the Leased Premises upon termination of the Lease term.

All signage must comply with all applicable laws, codes and ordinances. Township shall be responsible, at its sole cost and expense, for obtaining all necessary governmental approvals and permits related to any desired signage installed by Township. All signage costs (for additional signage requested by Township), including, but not limited to, installation,

removal, and repair, shall be at Township's sole cost and expense. WMM hereby consents and grants to Township the exclusive right to place identification signage upon any portion of the Leased Premises and to establish such other signage on or about the Leased Premises that is desired by Township in its sole discretion but subject to applicable laws, codes and ordinances. WMM agrees to sign and support any and all applications related to approval of Township signage including without limitation requests for variances.

10. NOTICES OR DEMANDS

All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received.

- (a) if delivered by messenger, when delivered,
- (b) if mailed, on the third (3rd) business day after deposit in the United States certified or registered mail, postage prepaid, return receipt requested,
- (c) if telefaxed, telecopied, or sent via electronic mail, at the time in effect at the place of receipt, or at 8:00 am on the next business day thereafter if time of receipt is later than 6:00 pm, or
- (d) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier, in every case addressed to the party to be notified as following:

If to WMM: Waste Management of Michigan, Inc.
48797 Alpha Drive, Suite 100
Wixom, Michigan 48393
ATTN: Area Vice President

With a copy to: Area General Counsel
Waste Management
117 Wentworth Court
Brampton, Ontario L6T 5L4
CANADA

If to Township: Township Superior
Van Buren Township
46425 Tyler Road
Belleville, Michigan 48111

Township Clerk
Van Buren Township
46425 Tyler Road

Belleville, Michigan 48111

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

11. DEFAULT AND REMEDIES UPON DEFAULT

- A. If default shall be made in any covenant, agreement, condition or undertaking herein contained to be kept, observed and performed by Township, other than the payment of rent as herein provided, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Township, and if Township prior to the expiration of thirty (30) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then WMM shall not have the right to declare the said term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or reduce the right of WMM to declare said term ended and enforce all of its rights and remedies hereunder for any default not so cured.
- B. If a default occurs and is not cured within the time permitted herein, WMM shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any law or other provisions of this Lease. WMM may terminate this Lease, repossess the Leased Premises by detainer suit or other court order, and recover as damages a sum of money equal to any unpaid rent as of the termination date including interest at the rate of twelve percent (12%) per annum.
- C. Alternatively, without terminating this Lease, WMM may re-enter the Leased Premises by summary proceedings and may dispossess the Township, and with process of law, use such force as may be necessary to remove all persons and chattels therefrom. WMM shall not be liable for damages to person or property by reason of any such re-entry or forfeiture. In the event of such re-entry, WMM may relet the Leased Premises, without being obligated so to do (or to otherwise mitigate its damages), and, in the event of a reletting, may apply the rent therefrom first to the payment of WMM's expenses, including attorney's fees incurred by reason of Township's default, and the expense of reletting, including but not limited to any repairs, renovation or alteration of the Leased Premises, and then to the payment of rent and all other sums due from Township hereunder, Township remaining liable for any deficiency.

- D. In the event of a default by either party, the non-defaulting party may, at its option, elect to: (i) incur any expense necessary to perform the obligation of the defaulting party and charge the defaulting party for reasonable costs incurred in performing such obligation together with the interest at the rate of ten percent (10%) per annum and offset such costs against the defaulting party other financial obligations owed to the defaulting party; (ii) seek and recover its actual damages.
- E. WMM Default. In the event that WMM (i) fails to fulfill any of its obligations under this Lease, which default continues for a period of more than ten (10) days after receipt of written notice from Township specifying such default, or if such default is of a nature to require more than ten (10 days for remedy and continues beyond the time reasonably necessary to cure (and WMM has not undertaken procedures to cure the default within such period and diligently pursued such efforts to complete such cure); (ii) fails to fulfill any of its obligations under the Lease Agreement, then WMM shall be in default under this Lease (each such occurrence a “WMM Event of Default”).
- F. Township Remedies Upon WMM Event of Default. In the event of a WMM Event of Default, Township may, at its option (in addition to any other remedy available at law or in equity), elect to (i) incur any expense necessary to perform the obligation of WMM and charge WMM for reasonable costs incurred in performing such obligation together with the interest at the rate of ten percent (10%) per annum and offset such costs against Rent or other financial obligations owed to WMM under this Lease; (ii) upon written notice to WMM, terminate this Lease without limiting Township’s rights to seek and recover its actual damages from WMM .
- G. The rights and remedies in this Section and under this Agreement are cumulative and shall be not be exclusive of one another.

12. SURRENDER OF POSSESSION

No holdover by Township or payment by Township after the termination of this Lease shall be construed to extend the term of this Lease or prevent WMM from immediate recovery of possession of the Leased Premises by summary proceedings or otherwise. Any such month-to-month tenancy or tenancy at sufferance or hold over tenancy shall be subject to every term, condition, and covenant contained in this Lease.

13. SUBORDINATION – ESTOPPEL

This Lease and Township’s leasehold estate and all rights of Township hereunder shall be subject to the lien of any and all mortgages which WMM may make upon any right, title or interest of WMM in the Leased Premises, and to any and all extensions and renewals and any and all new mortgages made in lieu of or in replacement of any such mortgage, provided that any such mortgage shall provide that so long as Township shall not be in default in the performance

and observance of the terms, covenants, conditions and limitations in the Lease contained on the part of the Township to be performed and observed, no foreclosure of the lien of said mortgage for default thereof shall impair the right of Township to enjoy this Lease pursuant to all its terms and conditions. In the event of acquisition of WMM's interest in this Lease by any such mortgagee or anyone claiming through or under such mortgagee, Township will recognize as its WMM such mortgagee or the person claiming through or under such mortgagee who shall so acquire title to the WMM's interest in this Lease.

Township agrees to provide estoppel statements for benefit of future lenders or purchasers stating, if applicable and including, but not limited to, that this Lease is in effect, the terms of rental payments and whether there exists any defaults by either party to the Lease.

14. BROKER'S COMMISSION

WMM and Township warrant, each to the other, that there are no brokers involved in this Lease transaction. If any other person shall assert a claim to a fee, commission or other compensation on account of alleged employment as a broker or finder or for performance of services as a broker or finder in connection with this Lease, the party hereto under whom the broker or finder is claiming shall indemnify and hold harmless the other party against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon.

15. CONDEMNATION

If the use, occupancy or title of the entire Leased Premises shall be taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (the "Condemnation"), then and in that event the term of this Lease shall terminate upon Condemnation.

In the event that a portion (but less than all) of the Leased Premises or any interest therein, including but not limited to the right of free access to the Leased Premises, shall be so taken, requisitioned or sold as to render the remaining portion of the Leased Premises unsuitable for Township's use, then the Township may, at its option, terminate this Lease and the term hereof upon Condemnation, in which event the parties shall be relieved from all further obligations hereunder. Such option shall be exercised by the Township by written notice to the WMM not less than thirty (30) days prior to the date on which possession of such portion of the Leased Premises shall be taken.

In case the taking of part of the Leased Premises by Condemnation renders the Leased Premises untenable in whole or in part, rent shall abate until the Leased Premises are again fully tenantable. If, as a result of any such taking, the area of the Leased Premises is permanently reduced, basic Rent hereunder shall be reduced in proportion to the reduction in area of the Leased Premises, and the Township may, at its option, terminate this Lease and the term hereof upon the partial Condemnation.

In the event of a Condemnation, no money or other consideration shall be payable by WMM to Township and Township has no right to share in the condemnation award or in any judgment for damages caused by such condemnation. Township shall be entitled to claim and receive any award or payment from the condemning authority expressly granted for the taking of personal property, the interruption of its business and moving expenses, but only if such claim or award does not adversely affect or interfere with the prosecution of WMM's claim for the taking or otherwise reduce the amount recoverable by WMM for the taking.

16. MISCELLANEOUS

The captions of this Lease are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions hereof.

If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provisions of this Lease shall be valid and be enforced to the fullest extent permitted by law.

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan.

The failure of the WMM to enforce any term, covenant, condition, or agreement hereof by reason of its breach by the Township after notice had shall not be deemed to avoid or affect the right of the WMM to enforce the same term, covenant, condition or agreement on the occasion of the subsequent default or breach.

All signatories to this Lease represent and warrant that he/she/they are sufficiently authorized to enter this Lease on behalf of their respective parties.

This Lease may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties. Facsimile signatures shall be deemed original signatures.

**WASTE MANAGEMENT
OF MICHIGAN, INC.**

VAN BUREN CHARTER TOWNSHIP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Supervisor

By: _____

Name: _____

Title: Clerk

Date: _____

Date: _____

11-29-17

EXHIBIT 1

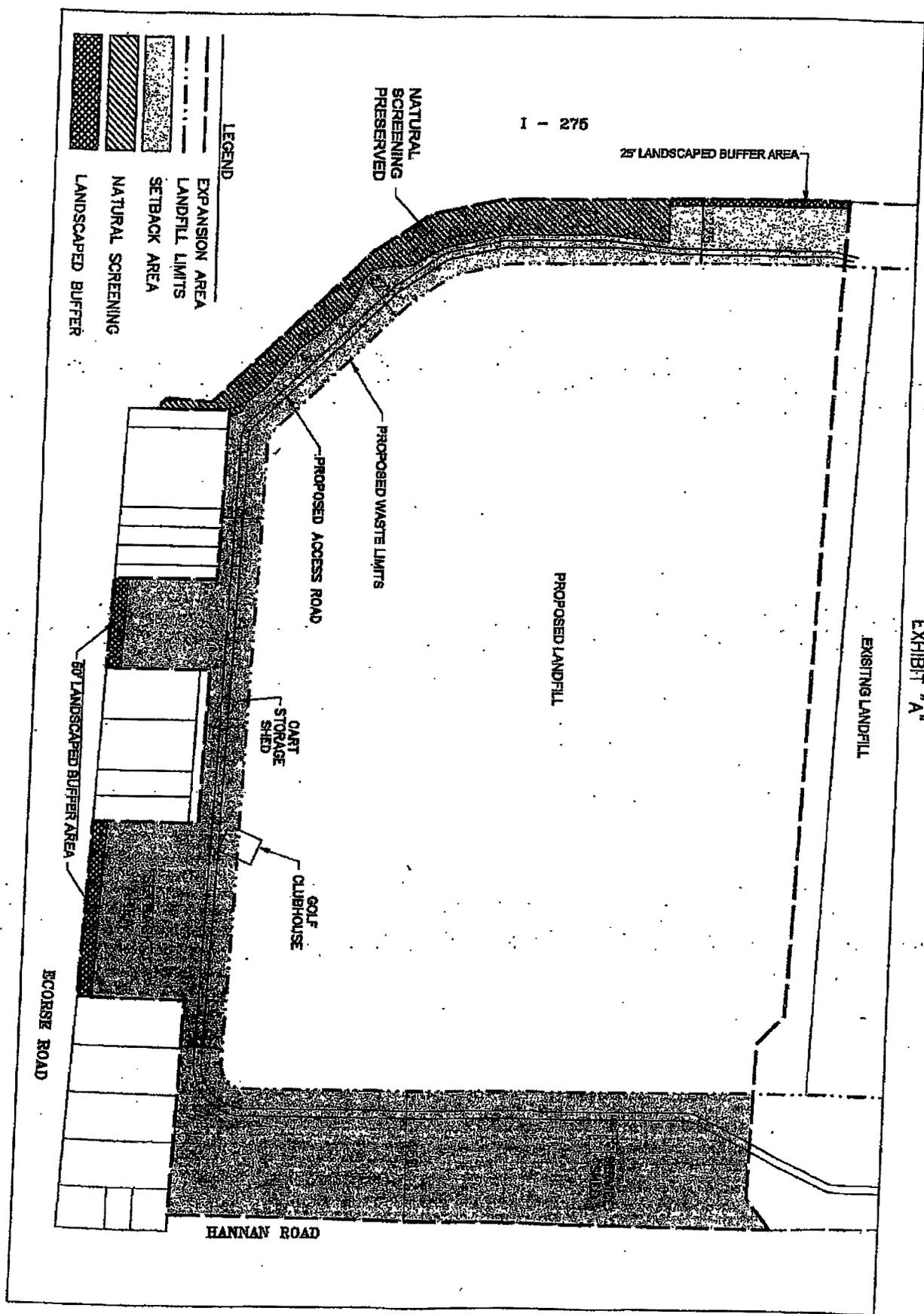
Sketch of Lease Premises

EXHIBIT 2

List of Personal Property

[Note: List will include all kitchen equipment; furniture; office equipment (excluding electronic equipment). List will exclude any equipment utilized in the operation of the golf course.]

EXHIBIT "A"



1 - 275

25' LANDSCAPED BUFFER AREA

NATURAL SCREENING PRESERVED

PROPOSED LANDFILL

EXISTING LANDFILL

PROPOSED WASTE LIMITS

PROPOSED ACCESS ROAD

GOLF CART STORAGE SHED

GOLF CLUBHOUSE

50' LANDSCAPED BUFFER AREA

ECORSE ROAD

HANNAN ROAD

LEGEND

- EXPANSION AREA
- LANDFILL LIMITS
- SETBACK AREA
- NATURAL SCREENING
- LANDSCAPED BUFFER

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
2017-12-04

BOARD MEETING DATE:
2017-12-05

Consent Agenda New Business Unfinished Business Public Hearing

ITEM (SUBJECT)	Resolution 2017-30 Annual Wayne County Maintenance Permit A-18045
DEPARTMENT	Public Services – Water & Sewer
PRESENTER	Water & Sewer Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Recommend to the Township Board to approve Resolution 2017-30 for the Annual Wayne County Maintenance Permit A-18045	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This is an annual permit required by Wayne County for all communities utilizing Wayne County roads and right-of-ways.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Board approval of resolution
DEPARTMENT RECOMMENDATION	Approval by township board
COMMITTEE/COMMISSION RECOMMENDATION	Director of Public Services recommends approval
ATTORNEY RECOMMENDATION	-----
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

**RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL WAYNE COUNTY MAINTENANCE PERMIT A-18045**

Resolution No. 2017-30

At a Regular Meeting of the Township Board of the Charter Township of Van Buren, County of Wayne, State of Michigan held in the Township on December 5, 2017 at 7:00 p.m., the following resolution was offered:

PRESENT _____
ABSENT _____
ON MOTION OF _____
SUPPORTED BY _____

WHEREAS, the Charter Township of Van Buren (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs and annual maintenance work on local and County roads or County road right of way located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and **RESOLVES** that:

It will fulfill all permit requirements and conditions and will to the extent allowed by law save harmless, indemnify and defend the County of Wayne and all of its officers, agents and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity:

BE IT FURTHER RESOLVED THAT: Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

BE IT FURTHER RESOLVED THAT: The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

BE IT FURTHER RESOLVED THAT: With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof. The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

BE IT FURTHER RESOLVED THAT: The Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED THAT: The Community shall assume full responsibility for the cost of repairing damage, if any, done to the County road during the period of road closure or partial closure.

BE IT FURTHER RESOLVED THAT: This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED THAT: the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
James T. Taylor		Director/Water & Sewer

This Resolution shall take immediate effect.

AYES: _____
NAYS: _____

RESOLUTION DECLARED ADOPTED

CHARTER TOWNSHIP OF VAN BUREN

By _____
Supervisor

and _____
Clerk

I, _____ Township Clerk of the Township of Van Buren, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true copy of Resolution 2017-30 adopted by the Township Board of the Township of Van Buren, at a Regular Meeting on _____, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2017.

Clerk
Township of Van Buren
County of Wayne



Warren C. Evans
County Executive

November 15, 2017

Charter Township Of Van Buren
46425 Tyler Rd
Belleville, MI 48111-5217

RE: Annual Maintenance Permit - A-18045

Attention: Jim Taylor

Enclosed is your Wayne County Annual Maintenance Permit package. The Annual Permit authorizes a municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter).
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.

Note: A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Scope of Work and Conditions for Municipal Maintenance Permits*
2. *General Conditions and Limitations of Permits*
3. *Indemnity and Insurance Attachment*
4. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://www.waynecounty.com/dps/construction_permits.htm

As a condition of the annual permit, the County requires that your governing body pass a blanket resolution of approval which

- a) agrees to fulfill all permit obligations and conditions
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

Wayne County Department of Public Services
Permit Office
Attn: Ms. Janice Clarke
33809 Michigan Avenue
Wayne MI 48184

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to 734.595.6356.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke
Permit Coordinator

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

Department of Public Services – Permit Office
33809 Michigan Avenue, Wayne, MI 49184 ■ Phone (734) 595-6504 ■ Fax (734) 595-6356



PERMIT No. A-18045	
ISSUE DATE 1/1/2018	EXPIRES 12/31/2018
REVIEW No.	WORK ORDER 79624

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL
Various Staff
(734) 595-6504, Ext: 2009
FOR INSPECTION

WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PROJECT NAME
VAN BUREN TWP. - MAINTENANCE

LOCATION
VARIOUS ROADS ()

CITY/TWP
VAN BUREN TWP

PERMIT HOLDER
CHARTER TOWNSHIP OF VAN BUREN
46425 TYLER RD
BELLEVILLE, MI 48111-5217

CONTACT
JIM TAYLOR (734) 699-8900

CONTRACTOR

CONTACT
<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY
(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS.
ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT. (734.595.6356)

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00	LETTER OF CREDIT DEPOSITO	PLANS APPROVED BY
PLAN REVIEW FEE.....	\$0.00		DATE PLANS APPROVED
PARK FEE.....	\$0.00		1/1/2018
OTHER FEE.....	\$0.00		REQUIRED ATTACHMENTS
BOND.....	\$0.00		GENERAL CONDITIONS
INSPECTION DEPOSIT.....	\$0.00		SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS
OTHER BOND	\$0.00		INDEMNITY AND INSURANCE ATTACHMENT
TOTAL COSTS	\$0.00	SAMPLE COMMUNITY RESOLUTION	
TOTAL CHECK AMOUNT			RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
CASHIER	DATE		www.waynecounty.com/dps_engineering_cpoffice.htm
	1/1/2018		(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

Jim Taylor
JIM TAYLOR
PERMIT HOLDER / AUTHORIZED AGENT

DATE

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Ms. Janice Clarke

DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSEA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Scope of Work and Conditions Attachment
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Street Sweeping

1. Street sweeping shall be performed during daylight hours only.
2. All traffic control devices shall conform to the provisions of the current MMUTCD.

Permit Conditions

1. **A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.**
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
2017-12-04

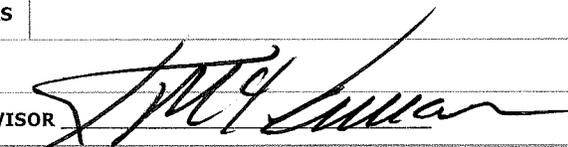
BOARD MEETING DATE:
2017-12-05

Consent Agenda New Business Unfinished Business Public Hearing

ITEM (SUBJECT)	Resolution 2017-31 Annual Wayne County Special Events Permit A-18086
DEPARTMENT	Public Services – Water & Sewer
PRESENTER	Water & Sewer Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Recommend to the Township Board to approve Resolution 2017-31 for the Annual Wayne County Special Events Permit A-18086	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This is an annual permit required by Wayne County for all communities utilizing Wayne County roads and right-of-ways.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Board approval of resolution
DEPARTMENT RECOMMENDATION	Approval by township board
COMMITTEE/COMMISSION RECOMMENDATION	Director of Public Services recommends approval
ATTORNEY RECOMMENDATION	-----
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

**RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL WAYNE COUNTY SPECIAL EVENTS PERMIT A-18086**

Resolution No. 2017-31

At a Regular Meeting of the Township Board of the Charter Township of Van Buren, County of Wayne, State of Michigan held in the Township on December 5, 2017 at 7:00 p.m., the following resolution was offered:

PRESENT _____
ABSENT _____
ON MOTION OF _____
SUPPORTED BY _____

WHEREAS, the Charter Township of Van Buren (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs and annual maintenance work on local and County roads or County road right of way located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and **RESOLVES** that:

It will fulfill all permit requirements and conditions and will to the extent allowed by law save harmless, indemnify and defend the County of Wayne and all of its officers, agents and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity:

BE IT FURTHER RESOLVED THAT: Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

BE IT FURTHER RESOLVED THAT: The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

BE IT FURTHER RESOLVED THAT: With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof. The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

BE IT FURTHER RESOLVED THAT: The Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED THAT: The Community shall assume full responsibility for the cost of repairing damage, if any, done to the County road during the period of road closure or partial closure.

BE IT FURTHER RESOLVED THAT: This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED THAT: the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
James T. Taylor		Director/Water & Sewer

This Resolution shall take immediate effect.

AYES: _____
NAYS: _____

RESOLUTION DECLARED ADOPTED

CHARTER TOWNSHIP OF VAN BUREN

By _____
Supervisor

and _____
Clerk

I, _____ Township Clerk of the Township of Van Buren, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true copy of Resolution 2017-31 adopted by the Township Board of the Township of Van Buren, at a Regular Meeting on _____, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2017.

Clerk
Township of Van Buren
County of Wayne



Warren C. Evans
County Executive

November 13, 2017

Charter Township Of Van Buren
46425 Tyler Rd
Belleville, MI 48111-5217

RE: Annual Permit for Special Events - A-18086

Attention: Jim Taylor

Enclosed is your Wayne County Annual Permit for Special Events package. This annual permit grants preliminary authorization to a municipality to

- a) temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
- b) to use a county road as a detour for traffic around such activity taking place on a non-county road.
- c) place a temporary banner within the County right-of-way;

In addition to the annual permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Annual Special Events Attachment for Municipalities*
2. *Banner Attachment for Municipalities*
3. *General Conditions and Limitations of Permits*
4. *Model Community Resolution*

As a condition of the annual permit, the County requires that a governing body pass a blanket resolution, effective for all permitted road closures for special events and installation of banners planned throughout the year which

- a) agrees to fulfill all permit obligations and conditions for the current year
- b) to the extent allowed by law, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue a permit authorizing the special event activities.

For additional information on the Annual Permit for Special Events (Road Closure/Detour and Banner Placement), please refer to Rule 11.4 published in the Wayne County, Rules, Specifications & Procedures for Construction Permits.

This publication may be downloaded at

http://www.waynecounty.com/dps/construction_permits.htm

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Janice Clarke
33809 Michigan Avenue
Wayne MI 48184**

Once received, an executed copy will be returned to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke
Permit Coordinator

C: file

Attachments:

*Annual Permit
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Model Community Resolution*



PERMIT No. A-18086	
ISSUE DATE 1/1/2018	EXPIRES 12/31/2018
REVIEW No.	WORK ORDER

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL
Various Staff
(734) 595-6504, Ext: 2009
FOR INSPECTION

WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PROJECT NAME
VAN BUREN TWP. - SPECIAL EVENTS

LOCATION
VARIOUS ()

CITY/TWP
VAN BUREN TWP

PERMIT HOLDER
CHARTER TOWNSHIP OF VAN BUREN
46425 TYLER RD
BELLEVILLE, MI 48111-5217

CONTACT
JIM TAYLOR (734) 699-8900

CONTRACTOR

CONTACT
<BLANK>

DESCRIPTION OF PERMITTED ACTIVIT *(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)*

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY.
PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (HTTP://MUTCD.FHWA.DOT.GOV) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00 TOTAL CHECK AMOUNT \$0.00	DEPOSITOR	APPROVED PLANS PREPARED BY
	LETTER OF CREDIT DEPOSITO	PLANS APPROVED BY DATE PLANS APPROVED 1/1/2018
CASHIER DATE 1/1/2018		REQUIRED ATTACHMENTS GENERAL CONDITIONS ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JIM TAYLOR
PERMIT HOLDER / AUTHORIZED AGENT DATE

<BLANK>
CONTRACTOR / AUTHORIZED AGENT DATE

VALIDATED BY Ms. Janice Clarke DATE

PREPARED BY



**Wayne County Department of Public Services
Engineering Division – Permit Office**

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Annual Special Events for Municipalities
Road Closure/Detour Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

A permit, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

Wayne County Division of Roads
Traffic Operations Office
29900 Goddard Road
Romulus MI 48242

Upon approval of the request, a permit will be issue authorizing the special event activities.

Permit Conditions:

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MMUTCD.
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Banner Attachment for Municipalities
Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

A permit, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, a permit will be issue authorizing the special event activities.

Design & Placement Requirements

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

Permit Conditions

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
2017-12-04

BOARD MEETING DATE:
2017-12-05

Consent Agenda New Business Unfinished Business Public Hearing

ITEM (SUBJECT)	Resolution 2017-32 Annual Wayne County Pavement Restoration Permit A-18100
DEPARTMENT	Public Services – Water & Sewer
PRESENTER	Water & Sewer Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	
Recommend to the Township Board to approve Resolution 2017-32 for the Annual Wayne County Pavement Restoration Permit A-18100	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This is an annual permit required by Wayne County for all communities utilizing Wayne County roads and right-of-ways.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Board approval of resolution
DEPARTMENT RECOMMENDATION	Approval by township board
COMMITTEE/COMMISSION RECOMMENDATION	Director of Public Services recommends approval
ATTORNEY RECOMMENDATION	-----
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

**RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL WAYNE COUNTY PAVEMENT RESTORATION PERMIT A-18100**

Resolution No. 2017-32

At a Regular Meeting of the Township Board of the Charter Township of Van Buren, County of Wayne, State of Michigan held in the Township on December 5, 2017 at 7:00 p.m., the following resolution was offered:

PRESENT _____
ABSENT _____
ON MOTION OF _____
SUPPORTED BY _____

WHEREAS, the Charter Township of Van Buren (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs and annual maintenance work on local and County roads or County road right of way located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and **RESOLVES** that:

It will fulfill all permit requirements and conditions and will to the extent allowed by law save harmless, indemnify and defend the County of Wayne and all of its officers, agents and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity:

BE IT FURTHER RESOLVED THAT: Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

BE IT FURTHER RESOLVED THAT: The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

BE IT FURTHER RESOLVED THAT: With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof. The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

BE IT FURTHER RESOLVED THAT: The Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED THAT: The Community shall assume full responsibility for the cost of repairing damage, if any, done to the County road during the period of road closure or partial closure.

BE IT FURTHER RESOLVED THAT: This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED THAT: the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
James T. Taylor		Director/Water & Sewer

This Resolution shall take immediate effect.

AYES: _____
NAYS: _____

RESOLUTION DECLARED ADOPTED

CHARTER TOWNSHIP OF VAN BUREN

By _____
Supervisor

and _____
Clerk

I, _____ Township Clerk of the Township of Van Buren, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true copy of Resolution 2017-32 adopted by the Township Board of the Township of Van Buren, at a Regular Meeting on _____, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2017.

Clerk
Township of Van Buren
County of Wayne



Warren C. Evans
County Executive

November 13, 2017

Charter Township Of Van Buren
46425 Tyler Rd
Belleville, MI 48111-5217

RE: Annual Pavement Restoration Permit - A-18100

Attention: Jim Taylor

Enclosed is your Wayne County Annual Pavement Restoration Permit package. The Annual Permit authorizes your company to occupy Wayne County road rights-of-way for the purpose of pavement repair and restoration.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *General Conditions and Limitations of Permits*
2. *Indemnity and Insurance Attachment*
3. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://www.waynecounty.com/dps/construction_permits.htm

In particular, refer to Section 6, "Restoration" and Section 7, "Maintaining Traffic and Traffic Control Devices" for specific rules and specifications regarding pavement restoration work. Additionally, refer to Wayne County Standards of Permit Construction, numbered: PR-1, PR-2, PR-3, PR-4 and PR-5 for detailed specifications on pavement repair and patching. These standards are also available online at the above web address.

As an additional condition of this annual permit, the Permit Holder agrees to provide at least 72 hours prior notice before starting any construction. Each notice shall be sent to the Permit Office at the address shown below and shall include the location and date of the proposed work along with a detailed set of construction plans.

For each restoration project, plan review and inspection costs, including overtime, supervision, materials testing and emergency work (if required) will be billed to the Permit Holder on a monthly basis.

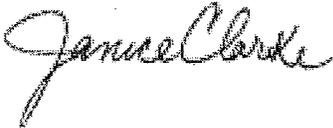
Please return the original permit, signed and dated by an authorized signatory, confirming that the signer's name is typed below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Janice Clarke
33809 Michigan Avenue
Wayne MI 48184**

Once received, I will validate your permit and return an executed copy to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Janice Clarke
Permit Coordinator

C: file

Attachments: Annual Permit
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

PERMIT OFFICE
 33809 MICHIGAN AVE
 WAYNE, MI 48184,
 PHONE (734) 595-6504
 FAX (734) 595-6356

72 HOURS BEFORE ANY
 CONSTRUCTION. CALL
 Various Staff
 (734) 595-6504, Ext: 2009
 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-18100	
ISSUE DATE 1/1/2018	EXPIRES 12/31/2018
REVIEW No.	WORK ORDER 79340

PROJECT NAME
 VAN BUREN TWP. - PAVEMENT RESTORATION

LOCATION
 VARIOUS

CITY/TWP
 VAN BUREN TWP

PERMIT HOLDER CHARTER TOWNSHIP OF VAN BUREN 46425 TYLER RD BELLEVILLE, MI 48111-5217	CONTRACTOR
CONTACT JIM TAYLOR (734) 699-8900	CONTACT <BLANK>

DESCRIPTION OF PERMITTED ACTIVIT **(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)**

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY	DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE \$0.00	LETTER OF CREDIT DEPOSITO	PLANS APPROVED BY _____ DATE PLANS APPROVED
PLAN REVIEW FEE..... \$0.00		_____ 1/1/2018
PARK FEE..... \$0.00		REQUIRED ATTACHMENTS
OTHER FEE..... \$0.00		GENERAL CONDITIONS
BOND..... \$0.00		INDEMNITY AND INSURANCE ATTACHMENT
INSPECTION DEPOSIT..... \$0.00	RULES, SPECIFICATIONS AND PROCEDURES	
OTHER BOND \$0.00	FOR PERMIT CONSTRUCTION - AVAILABLE	
TOTAL COSTS \$0.00	ONLINE AT	
TOTAL CHECK AMOUNT \$0.00		www.waynecounty.com/dps_engineering_cpoffice.htm
CASHIER _____ DATE 1/1/2018		(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JIM TAYLOR PERMIT HOLDER / AUTHORIZED AGENT _____ DATE _____ PREPARED BY _____

<BLANK> CONTRACTOR / AUTHORIZED AGENT _____ DATE _____ VALIDATED BY Ms. Janice Clarke _____ DATE _____



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:

12-04-2017

BOARD MEETING DATE:

12-05-2017

Consent Agenda _____

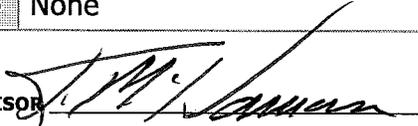
New Business X

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	1 st Amendment to the Intergovernmental Agreement between Van Buren Twp. & the City of Belleville for Emergency Dispatch & Lockup Services.
DEPARTMENT	Supervisor's Department
PRESENTER	Supervisor McNamara
PHONE NUMBER	734.699.8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Public Safety Director Laurain, Chief Wright

Agenda topic

ACTION REQUESTED	
To consider the 1 st Amendment to the IGA between Van Buren Twp. And the City of Belleville for Emergency Dispatch & Lockup Services and authorize Supervisor McNamara and Clerk Wright to execute the agreement.	
BACKGROUND - (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The IGA between Van Buren Twp. and the City of Belleville for Emergency Dispatch & Lockup Services has been amended to coincide with the length of the contract proposed with Belleville for shared fire services. A 2% fee annual increase for services beginning in 2020 is also a part of the amendment.	
The new IGA is attached with changes in red.	
BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Supervisor McNamara and Clerk Wright to execute the IGA with Belleville.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	none
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	None
APPROVAL OF SUPERVISOR	

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CHARTER TOWNSHIP OF VAN BUREN AND THE
CITY OF BELLEVILLE FOR EMERGENCY DISPATCH
AND LOCKUP SERVICES AGREEMENT**

THIS AGREEMENT entered into this _____ day of December, 2017, by and between: the Charter Township of Van Buren, 46425 Tyler Road, Van Buren Township, Michigan 48111, a municipal corporation hereinafter referred to as “the Township” and the City of Belleville, 6 Main Street, Belleville, Michigan 48111, a municipal corporation hereinafter referred to as “the City”.

WHEREAS, the Township and the City have heretofore each provided emergency dispatch and lockup services in conjunction with public safety; and

WHEREAS, the Township and the City have determined that each municipality would realize certain benefits upon the transfer of the City’s dispatch and lockup services to the Township; and

WHEREAS, Public Act 32 of the Public Acts of 1986, as amended, being MCL 484.1101 *et seq.*, and MCL 124.531 *et seq.* authorizes agreements between public agencies for these services; and,

WHEREAS, on May 2, 2017, the Township and City entered into an Intergovernmental Agreement (“IGA”) related to the providing of Emergency Dispatch and Lockup Services; and,

WHEREAS, the Township and City desire to amend the IGA pursuant to paragraph 10c thereof;

NOW THEREFORE, the Township and the City hereby agree as follows:

1. Page 7, Paragraph 5c of the IGA is deleted in its entirety and replaced with the following:

Subject to the termination provisions in Section 7, the annual fee for Dispatch Services, including wages, benefits, training expenses, administrative expenses and equipment and for Lockup Services including detainee monitoring, arraignments, bonding, detainee releasing and meals and all other costs shall be as follows:

<u>Contract Year</u>	<u>Dispatch</u>	<u>Lockup</u>	<u>Total</u>
<u>2017</u>	<u>\$ 144,426</u>	<u>\$ 26,675</u>	<u>\$ 171,101 (2.5% increase)</u>
<u>2018</u>	<u>\$148,036</u>	<u>\$ 27,341</u>	<u>\$ 175,377 (2.5% increase)</u>
<u>2019</u>	<u>\$151,736</u>	<u>\$ 28,024</u>	<u>\$ 179,760 (2.5% increase)</u>

(Add additional years to be consistent with the new fire services agreement at a 2.5% annual increase?)

Beginning with Contract Year 2020, and for the balance of the Agreement term, the total fee increase shall be two (2%) percent annually.

The City shall pay the annual fee in four quarterly installments in the first month of each quarter of the fiscal year. The Township may add a service charge of one percent (1%) on the first day of each month to any balance in arrears.

In the event the Agreement is renewed for an additional period of time, the parties shall negotiate in good faith to arrive at a mutually agreeable annual fee schedule. If no mutually agreed upon fee schedule can be agreed upon, this agreement shall automatically terminate.

The Township and City acknowledge and agree that the above stated annual fees are based upon projected actual costs, and the parties' desire to provide a method by which the Township will receive an annual fee which is no less than its actual annual total costs for providing Dispatch and Lockup Services. Therefore, the City and Township agree that the City shall pay to the Township, at a minimum, the above stated projected annual costs regardless of the actual annual costs incurred by the Township, provided however, if the actual annual costs incurred by the Township for the Dispatch and Lockup Services in any year exceed the projected annual costs for that year, then the City shall pay to the Township, in addition to the projected annual cost, an amount equal to the additional actual cost. The Township shall provide written documentation to the City of the additional actual cost and the City shall pay to the Township the additional actual cost within thirty (30) days of receipt of the Township's documentation.

2. Page 9, paragraph 7 is deleted in its entirety and replaced with the following:

7. TERM OF AGREEMENT.

This Agreement shall be effective for Eleven (11) years, beginning on January 1, 2017 and ending on the 31st day of December, 2027. This Agreement is

automatically renewable for a one (1) year period unless terminated by either of the parties in accordance with this paragraph. Either party may terminate this agreement at any time by providing written notice to the other party six (6) months in advance of termination. Annual fees for Township Dispatch and Lockup services for any renewal periods shall be negotiated by the parties.

3. The remaining terms of the IGA are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, this Agreement has been executed by the Township, and the City, as of the date of this Agreement, and has been authorized and approved by the respective parties hereto.

For the Charter Township of Van Buren

By Its: Supervisor, Kevin McNamara

By Its: Clerk, Leon Wright

For the City of Belleville

By Its: Mayor, Kerreen Conley

By Its: Clerk, Sherri Scharf

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:

12-04-2017

BOARD MEETING DATE:

12-05-2017

Consent Agenda _____

New Business

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Intergovernmental Agreement for Fire Protection and Medical Response Services between Van Buren Twp. and the City of Belleville.
DEPARTMENT	Supervisor's Office
PRESENTER	Supervisor McNamara
PHONE NUMBER	734.699-8910
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Public Safety Director, Chief Brow

Agenda topic

ACTION REQUESTED	
To consider the Intergovernmental Agreement for Fire Protection and Medical Response Services between Van Buren Twp. and the City of Belleville and authorize Supervisor McNamara and Clerk Wright to execute the agreement.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Attached is the Intergovernmental Agreement for Fire Protection and Medical Response Services between Van Buren Twp. and the City of Belleville.	

BUDGET IMPLICATION	none
IMPLEMENTATION NEXT STEP	Supervisor McNamara and Clerk Wright to execute the IGA.

DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	

ATTORNEY RECOMMENDATION	None.
(May be subject to Attorney/Client Privilege and not available under FOIA)	

ADDITIONAL REMARKS	None
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APPROVAL OF SUPERVISOR	
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**INTERGOVERNMENTAL AGREEMENT FOR FIRE PROTECTION
AND MEDICAL RESPONSE SERVICES BY THE
CHARTER TOWNSHIP OF VAN BUREN
TO THE CITY OF BELLEVILLE**

This Agreement entered into this _____ day of December, 2017, by the CHARTER TOWNSHIP OF VAN BUREN, 46425 Tyler Road, Van Buren Twp., Michigan 48111 (hereafter called "TOWNSHIP"), and the CITY OF BELLEVILLE, 6 Main Street, Belleville, Michigan 48111 (hereafter called "CITY").

WHEREAS the City desires to have the Township provide to the citizens of the City, fire protection and medical response services; and

WHEREAS the Township wishes to provide fire protection and medical response services to the citizens of the City.

Therefore, the Township and the City in consideration of the promises and covenants contained herein, and other valuable consideration receipt of which hereby acknowledged, do hereby agree as follows:

Sec 1.0 FIRE PROTECTION AND MEDICAL RESPONSE SERVICES

The Township shall be the exclusive provider of Firefighting and Fire Protection Service, including any inspections and investigations, and ticket issuance required by the fire department under State and local law, and non-exclusive provider of Medical Response Services (the "Services") to the City, under the express terms and conditions set forth herein, throughout the entire municipal boundary of the City for the period set forth herein. The City may contract with EMS to provide basic and advanced life support services including transport for all emergency medical calls, at no additional cost to the Township. The Township shall also review site plans as required by the City for fire code compliance. The parties will meet quarterly to discuss the services being provided if requested by either party.

Sec 2.0 COST OF SERVICES

The City shall pay the Township One Hundred Sixty Thousand & 00/100 (\$160,000.00) Dollars each year, beginning on the **date of commencement of services**, as set forth herein, payable to the CHARTER TOWNSHIP OF VAN BUREN.

The payment for the first two quarters of service shall be on or before the **date of commencement of services**. All subsequent payments shall be made quarterly, on the first business day of the quarter, in advance of the service.

Sec. 2.1 LATE PAYMENT

The City shall be given a thirty (30) calendar day grace period after the due date of any payment required herein. Thereafter, any payment shall carry a ten (10%) percent late fee for any amount(s) delinquent in payment.

**Sec. 2.2 FAILURE TO PAY: WITHHOLDING OF MONIES DUE CITY
FROM STATE TREASURY AND PAYMENT TO TOWNSHIP**

Should the City fail, for any reason, to timely pay the Township the amounts required under this agreement within thirty (30) days of the due date, the City agrees that upon notice from the Van Buren Township Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the City), the State of Michigan is authorized to withhold any funds due the City from the State and assign those funds to partially or completely offset any deficiency by the City to the Township. Such funds shall be paid directly to the Township. Further, the City waives any claims against the State or Township, or their respective officials, for any such amounts paid to the Township. Such a transfer shall be considered an assignment by the City to the Township. Further, the City waives any claims against the Township, or its officials, for any such amounts paid to the Township. Nothing in this Agreement shall operate to limit in any way the Township's right to pursue any other legal remedies against the City for the reimbursement of amounts due the Township under this Agreement. The remedies in this paragraph are available to the Township on an ongoing and successive basis, as the City becomes delinquent in its payments. In addition to any right of setoff or recoupment provided by applicable laws, all amounts due to the City shall be considered net indebtedness of the City to the Township and the Township shall have the right to set-off against or recoup from any amounts due to the City at any times and without further notice to the City.

**Sec. 2.3 FAILURE TO PAY: ADDITIONAL DEFAULT REMEDIES OF
THE TOWNSHIP**

If the City (1) fails for any reason to timely pay the Township any amount due under this Agreement; (2) fails to perform any other obligation required under this Agreement; or (3) seeks authority from the governor and State Treasurer to proceed under Title 11 of the United State Code, 11 USC 101 to 1532 as provided for in Section 23 of Public Act 4 of 2011; the City shall be in default of this Agreement. The Township will send written notice of any default via first class mail to the City. If the default is not cured within thirty (30) days from the date of the notice the Township may:

- A) Terminate this Agreement immediately without further notice to the City.
- B) Refrain from providing any further services or performing under this Agreement.
- C) Declare all unpaid amount owed under the Agreement immediately due and payable without further presentment, demand, protest or other notice of any kind, all of which are expressly waived by the City.
- D) Exercise any and all rights and remedies available to it under the Agreement or applicable law.
- E) In the event the Township is required to employ the services of its Attorney at any time during a Default in Payment, the City shall reimburse the Township within 21 days of service on the City of an itemized invoice for

the actual reasonable attorney fees. Failure to pay within 21 days shall be deemed a Default of this Agreement.

Sec. 2.4 ESCALATOR CLAUSE: FIFTH AND SUBSEQUENT YEARS

The costs of services provided under this Agreement shall remain at the annual rate of One Hundred Sixty Thousand & 00/100 (\$160,000.00) Dollars for the first forty-eight (48) months of this Agreement. For the following years of this Agreement, the cost of services shall increase by 2%, per year, commencing each year on the anniversary date of the commencement of services.

Sec. 3.0 TERM OF AGREEMENT

This Contract shall remain in effect for a ten (10) year period from the date of commencement of services as set forth in Sec. 10 herein.

Sec. 4.0 NATURE OF SERVICES

The Township shall retain the power and responsibility to control all aspects of the fire protection and medical response services, including dispatch functions in the City, in accordance with the terms hereof.

The Township shall provide the services by stationing firefighters in fire stations located within the Township on a 24-hour, seven day a week schedule. Adequate equipment for responding to calls for assistance shall also be located at the Township fire stations. The Township will make job offers to the Chief, as Battalion Chief, and all paid on-call fire fighters employed by the City on December 31, 2017. All City Firefighters who become employees of the Township, pending the background process, shall be governed by the terms and conditions of the Township's MAFF CBA.

Sec 4.1 NON-DISCRIMINATORY SERVICES

The Township shall, while rendering the services provided herein, not favor the citizens and property of the Township to the detriment of the citizens and property of the City, provided, however, that the Township shall have complete control as to means and methods of providing the services to the City required by this Agreement. The City agrees that in the event the Township shall be unable to respond to any call for any services provided under this Agreement because of the prior commitment of its equipment and personnel, or if for any reason beyond its control, the Township shall be unable to reach the scene of a request for service, or if there shall be any failure of communication or error therein which is beyond the control of the Township, and which prevents or delays an arrival of fire equipment where or when it is needed, there shall be no liability to the City of any kind or nature on the part of the Township, and its employees. However to the extent permitted by law, the Township shall hold harmless, indemnify and defend the City from any claims by third parties for any of the actions of the Township as set forth in this paragraph as provided in Section 12 of this Agreement.

Sec 5.0 EXISTING EQUIPMENT OF THE CITY

The Township will, following an inspection of the equipment to the satisfaction of the Township, purchase from the City for _____ (\$_____) dollars the equipment identified in Exhibit A to this Agreement.

Sec 5.1 VEHICLE AND FIREFIGHTING EQUIPMENT

The City will execute a general and comprehensive Bill of Sale to all non-titled existing firefighting equipment, purchased by the Township, free of any liens or encumbrances.

All vehicles with motor vehicle titles shall be transferred to the Township, free of any liens or encumbrances.

Sec 6.0 PROPRIETARY POWERS

The parties agree that in the event of an issue, incident or interpretation is disputed by the parties in the implementation and performance of this Agreement, the Township reserves its proprietary powers to decide such questions and disputes during time sensitive or emergency situation, in accordance with sound emergency procedures. The Township shall not be liable to the City for its actions in such cases, except for circumstances involving gross negligence.

Sec 6.1 LITIGATION; COSTS AND ATTORNEY FEES

In the event the Township or City is required to employ the services of its attorney arising out of a claim for breach of this Agreement, the prevailing party shall be entitled to costs and actual reasonable attorney fees from the other party.

Sec 7.0 INSURANCE

The Township shall procure and maintain the insurance required below for the life of this agreement, and shall not commence work under this agreement until such insurance is procured. All coverage shall be with insurance companies licensed and/or admitted to do business in the State of Michigan or through a self-insured pooling organization such as Michigan Municipal Risk Management Authority.

Sec 7.1 WORKERS' COMPENSATION INSURANCE: including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Sec 7.2 COMMERCIAL GENERAL LIABILITY INSURANCE: on an "Occurrence Basis" with limits of liability not less than \$5,000,000 per occurrence and aggregate.

Sec 7.3 MOTOR VEHICLE LIABILITY: including Michigan No-Fault Coverage, with limits of liability not less than \$5,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Sec 7.4 ADDITIONAL INSURED: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Belleville, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Belleville as additional insured, coverage afforded is considered to be primary and any other insurance the City of Belleville may have in effect shall be considered secondary and/or excess. If coverage is placed through a self-insured pooling organization, the term "Covered Contract" will be used in place of the words "Additional Insured".

Sec 7.5 CANCELLATION NOTICE: All policies described above, shall include wording stating that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City Manager, City of Belleville, 6 Main Street, Belleville, Michigan 48111.

Sec 7.6 EXPIRATION/RENEWAL: If any of the above coverage expires during the term of this contract, the Township shall deliver renewal certificates to the City at least ten (10) days prior to the expiration date.

Sec 8.0 ORDINANCE ENFORCEMENT AND FIRE ACCESS
ENFORCEMENT

The City shall review and make all necessary Amendments and changes to its Ordinances to provide full authority for the Fire Department staff of the Township, and its personnel, to issue citations and implement the Fire Codes of the City.

The City shall make every effort to aid the Township in the deliverance of fire/medical services and, to that end, shall clear all public roads, driveways and passageways identified by the Township as required for passage of vehicles. The City shall take all necessary and appropriate enforcement actions, including prosecution for violations, in the provision of the City Ordinance Provisions regarding the maintenance and designation of fire lanes within the City.

The Township may recommend code provisions and ordinance amendments to the City as necessary to provide for the public safety and to promote the efficient use of the City's property, facilities, programs, and services.

Sec 9.0 ANNUAL REPORT: DOCUMENT DISCLOSURES

An annual fire report shall be submitted to the City on March 1 of each year, for the previous calendar year detailing the fire services which have been provided by the Township Fire Department. In the event the Township receives requests for documents under a subpoena or the Freedom of Information Act, the Township is authorized to process such requests in accordance with the then Township policies and procedures, and in accordance with applicable law.

Sec 10.0 DATE OF COMMENCEMENT OF SERVICES

The date upon which the Township shall be responsible for providing fire protection services to the City is January 1, 2018.

Sec. 11.0 TERMINATION OF SERVICES

Either party may terminate this Agreement by providing written Notice to the other party no less than one hundred eighty (180) days prior to the cessation of fire services.

Sec 12.0 INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by law, the parties hereto bind themselves to reciprocal and mutual promises to hold harmless, indemnify and defend the other party from claims by third persons or entities for losses, damages or injuries arising out of tortious acts or omissions of the acting party its officers, employees, and agents in the performance of this Agreement, including but not limited to judgments, verdicts, awards, settlements, reasonable attorney fees, costs and fees.

Sec 13.0 MUTUAL AID ASSOCIATION

Each party to this Agreement shall maintain its membership in the Western Wayne County Fire Department Mutual Aid Association, and shall pay all dues, assessments, and charges associated with such membership, in addition to any other payments called for in this Agreement. The Township may enter into agreements with public or private entities for the purpose of receiving or providing services under this Agreement, including, but not limited to, other mutual aid agreements.

Sec 14.0 MODIFICATION OF AGREEMENT

This Agreement may be modified at any time by mutual approval of the Township Board of Trustees and the City Council.

Sec 15.0 AUTHORITY

This Agreement is entered into under the provisions of Public Act 35 of 1951 (MCL 124.1 et seq.). By signature hereto, the City represents that it has been granted full authority to execute this Agreement on behalf of the City of Belleville by approval of its City Council at a duly constituted public meeting. The Township represents that this Agreement has been approved by its Board of Trustees at a duly constituted public meeting of the Board.

Sec 16.0 SEVERABILITY

In the event any portion of this Agreement shall be declared unenforceable or contrary to existing law, the remaining portions may be given full force and effect, at the election of each party hereto.

Sec 17.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. No amendments to this Agreement shall be valid unless it is in writing and signed by both parties by an authorized representative.

Sec 18.0 DISPUTE RESOLUTION PROCEDURE

The parties agree to mediate any dispute or disagreement arising from this Agreement. The parties will select a single mediator, who may take testimony and receive evidence he or she deems appropriate. If the parties cannot agree on a single mediator, then each party to the dispute may submit a name to the then-presiding Chief Judge of the Wayne County Circuit Court. The judge will select the mediator. The parties involved in the dispute will share equally the costs of mediation. If the mediation does not result in a resolution that satisfies the parties, they may seek recourse through the Wayne County Circuit Court.

Sec 19.0 GOVERNING LAW

This Agreement will be construed under the laws of the State of Michigan.

Sec 20.0 NO 3RD PARTY BENEFICIARIES

Nothing in this Agreement provides any third-party beneficiary rights to any person or creates a cause of action in favor of any person.

Sec 21.0 GOVERNMENTAL IMMUNITY

Neither party waives any claim of governmental immunity as to the terms, conditions or performance of this Agreement.

This Agreement is executed on the date above-stated by its authorized Signators:

CITY OF BELLEVILLE

CHARTER TOWNSHIP OF VAN BUREN

By: Kerreen Conley
Its: Mayor

By: Kevin McNamara
Its: Supervisor

And

By: Sherri Scharf
Its: Clerk

By: Leon Wright
Its: Clerk

EXHIBIT A

The following items will be purchased by the Township from the City:

- Turnout gear
- SCBA
- Miscellaneous hand tools including generators